Request for Proposal (RFP) – Final Evaluation

CREATING LINKAGES FOR EXPANDED AGRICULTURAL NETWORKS (CLEAN)

Vientiane, Lao PDR

The Creating Linkages for Expanded Agricultural Networks (CLEAN) Project is a five (5) year program implemented by Winrock International and funded by the Food for Progress Program of the United States Department of Agriculture (USDA).

Winrock International seeks proposals from qualified firms with experience conducting evaluations on agricultural and economic growth activities. Qualified firms are those that have been involved in similar projects in the past, particularly within the last five (5) years.

Interested parties may send their proposals as outlined here within.

All final versions of international food assistance evaluation reports will be made publicly available. Evaluators shall provide a copy of the evaluation reports that is free of personally identifiable information (PII) and proprietary information. Final versions of evaluation reports ready for publication should be accessible to persons with disabilities.



Table of Contents

Contents

[Introduction 4](#_Toc97720655)

[Scope of Work 5](#_Toc97720656)

[1. Project Background 5](#_Toc97720657)

[2. Final Evaluation: Purpose & Objectives 7](#_Toc97720658)

[3. Methodology 13](#_Toc97720659)

[4. Sample and Setting 14](#_Toc97720660)

[5. Roles and Responsibilities 15](#_Toc97720677)

[General instructions to offerors 16](#_Toc97720678)

[Submission Details 16](#_Toc97720679)

[Proposal Submission Deadlines 16](#_Toc97720680)

[Questions Submission Deadline 16](#_Toc97720681)

[Evaluation criteria 20](#_Toc97720682)

[Award 21](#_Toc97720683)

[Anticipated deliverables, payments, and completion dates 22](#_Toc97720684)

[Confidentiality Statement 25](#_Toc97720685)

[Certification of Independent Price Determination 26](#_Toc97720686)

[Appendix A: CLEAN’s Theory of Change 27](#_Toc97720687)

[Appendix B: Beneficiary Population and other Stakeholders 28](#_Toc97720688)

[Appendix C: Recommended Evaluation Team Composition 29](#_Toc97720689)

[Appendix D: List of key deliverables and due dates 30](#_Toc97720690)

[Appendix E: Reporting Requirements 31](#_Toc97720691)

[Attachment A: General Provisions 32](#_Toc97720692)

|  |  |
| --- | --- |
| RFP No. | RFP- FCC-439-2017/028-00 |
| Issue Date | **18 April 2022** |
| Title | Final Evaluation |
| Issuing Office & Email Address for Submission of Proposals | Creating Linkages for Expanded Agricultural Networks Project (CLEAN), Winrock International. Ms. Viengsavanh Sibounheuang, MEL Manager Email: Viengsavanh.Sibounheuang@winrock.org with a copy to Mr. Alex Dahan, Chief of Party at Email: Alex.Dahan@winrock.org |
| Deadline for Questions/ Proposals Submission[[1]](#footnote-2) | Questions Due Date: **2 May 2022**, 5:00 PM Vientiane time (GMT+7 Laos)Notification of responses to bidders’ questions: **4 May 2022**Proposal Due Date: **18 May 2022** 11:00 PM Vientiane time (GMT+7 Laos) |
| Point of Contact | Ms. Viengsavanh Sibounheuang, MEL Manager, CLEAN Project, Winrock International.  Email: Viengsavanh.Sibounheuang@winrock.org |
| Anticipated Award Type | Firm Fixed Price Subcontract |

# Introduction

The Creating Linkages for Expanded Agricultural Networks (CLEAN) project is a five-year project implemented in partnership with the Department of Agriculture and Forestry (DAFO), and the Ministry of Agriculture and Forestry (MoAF), Lao PDR. With an award ceiling of $10.5 million, CLEAN is funded by the Food for Progress Program of the United States Department of Agriculture (USDA). Winrock International (Winrock) started implementation of CLEAN in September 2017, with an end date of December 2022. CLEAN is being implemented in five provinces of Laos: Champasak, Sekong and Salavan Provinces in the southern region, Vientiane Capital, and Vientiane Province in the central region of Laos. The intended targeted beneficiaries are smallholder farmers, farmer organizations (FO), cooperatives, traders, processors, local, national, and regional buyers, trade associations, equipment suppliers, financial institutions, consumers, and government staff. CLEAN plans to impact 10,000 direct beneficiaries and 40,000 indirect beneficiaries over the course of the five-year project term.

The CLEAN project conducts principal activities with outputs and outcomes contributing to increasing quality and quantity of agricultural commodities produced in Lao PDR for both export and consumption by consumers within Lao PDR.

1) FFPr SO1: increase the productivity of horticultural products through:

1. training in Good Agriculture Practices (GAP) standards

2. strengthening plant protection services

3. improving the functionality of quality compliance and certification systems

2) FFPr SO2: expand domestic and regional trade through:

1. integration of Lao horticultural products into regional market networks

2. improved branding of Laotian horticultural products 17

3. increasing producer adoption of GAP standards.

Winrock works with market-ready farmers, agro-enterprises, entrepreneurs and traders in two distinct regions: the Bolaven Plateau and the Vientiane Plain.

CLEAN’s project activities focus primarily on capitalizing on Lao PDR’s comparative advantage in the Greater Mekong Sub Region (GMS) and global markets, where a large middle-class population is willing to pay a premium price for high-quality horticulture products. Secondarily, activities aim to increase domestic demand. Improving the marketing infrastructure for exports help create market efficiencies, enabling the domestic market to grow. CLEAN facilitates private investment in supply chain infrastructure that will reduce transaction costs and post-harvest losses, facilitate the development of market intermediation networks in key Lao PDR markets, and build on other successful market linkage strategies.

Winrock International (WI) is seeking a local or international firm with a presence or local partner in Lao PDR to conduct a final evaluation to assess the project’s progress, particularly how well its plans and activities are working, and provide feedback on any issues identified.

# Scope of Work

## Project Background

Lao PDR is the second fasted growing economy among ASEAN members. Its gross domestic product (GDP) grew by 3.3 percent in 2020 and per capita GDP was $2,642 in 2020. Economic growth has varied across sectors but growth in agriculture is solid, driven by external demand, especially from neighboring countries. Despite some contraction in fruit, corn and rice exports, major products including banana and cassava accounted for nearly 90 percent of the agricultural export in January-May 2021. The total value of exports increased from $504 million in January-May 2020 to $691 million in January -May 2021 supported by external demand and prices. Crops and livestock farming would be key drivers for future agricultural growth. In addition, the agriculture sector has helped absorb labor that left other sectors due to the pandemic.

The agricultural market offers opportunities for Lao PDR farmers, both domestically and in the ASEAN region. Rapid changes, including higher incomes, urbanization, and a growing domestic and regional tourist industry, are creating demand for increased variety, higher quality, and safety of agriculture products. To enter these high- value supply chains, Lao PDR farmers must produce and market high-quality fruits and vegetables, competing with regional market leaders, such as Thailand and Vietnam, that already are integrated in regional and global markets.

CLEAN will leverage Lao PDR’s reputation as a source of clean agriculture and capitalize on growing consumer interest in clean and safe food. Lao PDR will be positioned to compete in this growing regional and domestic niche market through an integrated approach that increases the capacity of farmers and supply chain actors to meet quality and quantity requirements; strengthens public and private systems for certification; supports market-driven service delivery to farmers; and institutes a branding campaign that will put Lao PDR on the map as the go-to source for high- quality fruits and vegetables.

CLEAN collaborates with the Department of Agriculture (DOA) to build the capacity of private sector partners to meet the growing demand for high quality agricultural products in regional and international markets.

Using a market driven approach, CLEAN focuses on increasing production and reducing post-harvest losses, improving quality compliance and certification systems, developing linkages and boosting demand for higher-quality horticulture products in domestic, regional and global markets. CLEAN works with market-ready farmers, agro-enterprises, entrepreneurs and traders on four targeted crops: coffee (specialty grade), cassava, cabbage, and sacha inchi (a ‘superfood’ seed that possesses high-levels of Omega 3) in two distinct regions: the Bolaven Plateau and the Vientiane Plain.

CLEAN implements its activities across all five project provinces: Champasak, Sekong, Salavan, Vientiane Capital and Vientiane provinces. CLEAN is targeting 10,000 direct beneficiaries among the following actors in the horticulture sector: smallholder farmers, farmer organizations, traders, agribusinesses, agricultural input companies, service providers, exporters, Associations, importers, and processors.

CLEAN’s theory of change (**Appendix A**) is: if market systems in high-value horticulture are established and strengthened; and if producers have access to appropriate use of technology and investment, and the private sector is leveraged, then smallholder farmers and businesses in Lao PDR will increase their participation in domestic and regional trade. The approach is built on three distinct, but interrelated pillars: (1) smallholder production; (2) quality compliance, certification, and plant protection; and (3) market linkages and infrastructure. The CLEAN project focuses on high-potential districts in the provinces of the Bolaven Plateau, and the Vientiane Plain, as were prioritized with in-country national and provincial government authorities, donors, and experts.

CLEAN’s objectives are fulfilled through the achievement of mid-level and foundational results that correlate to the project’s intervention logic as illustrated in the results framework below:

**Figure 1: CLEAN’S Results Framework**[[2]](#footnote-3)



## Purpose of the Final Evaluation

As stated in USDA’s monitoring and evaluation policy[[3]](#footnote-4):

*The* ***purpose*** *of the final evaluation is to assess whether the project has achieved the expected results as outlined in the project-level results framework (Figure 1). The final evaluation should assess areas of project design, implementation, management, lessons learned, and replicability. It should seek to provide lessons learned and recommendations for USDA, program participants and other key stakeholders for future food assistance and capacity building programs.*

*In general, it should assess:*

1. ***Relevance:*** *The extent to which the project interventions met the needs of the project beneficiaries and is aligned with the country’s agriculture and/or development investment strategy and with USDA and US Government’s development goals, objectives, and strategies. Relevance should also address the extent to which the project was designed taking into account the economic, cultural and political context and existing relevant program activities.*
2. ***Effectiveness:*** *The extent to which the project has achieved its objectives. Effectiveness should also assess the extent to which the interventions contributed to the expected results or objectives.*
3. ***Efficiency:*** *The extent to which the project resources (inputs) have led to the achieved results. An assessment of efficiency should also consider whether the same results could have been achieved with fewer resources or whether alternative approaches could have been adopted to achieve the same results.*
4. ***Impact:*** *Assessment of the medium and long-term effects, both intended and unintended, of a project intervention. Effects can be both direct or indirect and positive or negative. To the extent possible, the evaluation should assess the extent to which the effects are due to the project intervention and not other factors.*
5. ***Sustainability****: Assessment of the likelihood that the benefits of the project will endure over time after the completion of the project. Sustainability should also assess the extent to which the project has planned for the continuation of project activities, developed local ownership for the project, and developed sustainable partnerships.*

**Target Audiences:** Findings, conclusions, and recommendations are intended for several target audiences:

1. **USDA**. USDA will be provided with results data and findings that demonstrate the degree to which CLEAN has achieved all project goals and targets. These data, centered on the performance indicator results but supported with additional project results, budgetary information, and qualitative data, lessons learned, and recommendations will assist USDA in its efforts to validate and demonstrate maximum value for money of the project and its activities, lasting and sustainable change in the target regions, and the effectiveness of USDA’s administrative systems. Additionally, CLEAN will seek to furnish USDA with as much data as possible to contribute to the Department’s own institutional research and learning.
2. **Local Stakeholders and Beneficiaries.** CLEAN’s final evaluation will quantify the development achievements among project beneficiaries, the Lao PDR government, local implementing partners such as Department of Agriculture (DOA), Provincial Agriculture and Forestry Office (PAFO), District Agriculture and Forestry Office (DAFO) and partner associations ( Mai Savanh Lao, Plantation Hills Artisans, Lao Cassava Association, Banhao coffee and BB Agriculture) – and provide important evidence to inform future interventions and growth in the sector to all these stakeholders, which include local government, private sector trade associations or cooperatives, farmers and farmer groups, collectors, traders and retailers.
3. **Development Professionals and Technical Experts.** CLEAN’s final evaluation will attempt to assist development professionals and technical experts by sharing best practices and lessons learned related to CLEAN’s design, methodology, and critical assumptions.

The evaluation will be shared with stakeholders through existing regular meetings with different key stakeholder groups and will be published in line with requirements for all U.S. funded international food assistance programs.

The final evaluation is structured around two broad, interrelated **objectives**:

**Evaluation Objective 1: Assess project achievements as outlined in the results framework (i.e., outputs/outcomes)**

As part of assessing the overall performance of the project, this evaluation will include the final beneficiary-based survey used as the primary method for measuring progress toward performance indicator targets as established in the cooperative agreement and defined under the Performance Management Plan (PMP) approved by USDA.

CLEAN reports on 14 standard USDA FFPr indicators and seven custom indicators. Definitions of all indicators will be provided in the CLEAN PMP and are further detailed in Performance Indicator Reference Sheets (PIRS). Life of Project (LOP) targets reflect the project’s revised targets that were submitted to USDA for approval and received on November 12, 2021. CLEAN’s LOP indicator targets are detailed below and divided into standard and custom indicator tables, respectively.

The evaluation firm will survey program beneficiaries to gather information that will be used to measure outcome indicators for the October 2021 to late July / early August 2022 period, covering the majority of CLEAN’s fiscal year 2022 reporting period. The survey shall be representative of each of CLEAN’s four supported commodities (i.e., cabbage, cassava, coffee and sacha inchi) in selected provincial sites. CLEAN’s existing beneficiary-based outcome survey (applied in previous years) will also be provided to the selected firm. Additional details about the composition of the survey participants will be provided to the selected firm.

As highlighted below, indicator measurement through a beneficiary-based survey (BBS) approach shall cover **7 outcome indicators**, including all their project-specified disaggregates. The evaluation firm will be responsible for finalizing a statistically sound data collection methodology in collaboration with CLEAN **to ensure that the quantitative estimates for the indicator values (normalized to the full beneficiary population) and their corresponding datasets are produced.** The evaluator will also be responsible for completing a simple desk review of all other indicators not captured under the beneficiary-based survey. **Table 1** summarizes the output and outcome indicators to be assessed as part of *Evaluation Objective 1*.

**Table 1.a. Summary of Indicators (Standard Indicators)**

| **Indicator #**  | **Indicator Level**  | **Standard Indicator[[4]](#footnote-5)** | **LOP Target** | **Indicator Measurement Required as part of Final Evaluation SOW** |
| --- | --- | --- | --- | --- |
| SI-13 | **Outcome** | Value of sales by project beneficiaries | 22,000,000 | **Yes (part of beneficiary-based survey)**  |
| SI-14 | **Outcome** | Volume of commodities (metric tons) sold by project beneficiaries | 140,000 | **Yes (part of beneficiary-based survey)** |
| SI-1 | **Outcome** | Number of hectares under improved techniques or technologies as a result of USDA assistance | 29,000 | **Yes (part of beneficiary-based survey)** |
| SI-17 | Output | Number of individuals benefiting directly as a result of USDA assistance | 10,000 | Desk review of CLEAN’s data only |
| SI-18 | Output | Number of individuals benefiting indirectly asa result of USDA assistance | 40,000 | Desk review of CLEAN’s data only |
| SI-3 | **Outcome** | Number of individuals who have applied improved farm management practices (i.e., governance, administration, or financial management) as a result of USDA assistance | 4,000 | **Yes (part of beneficiary-based survey)** |
| SI-2 | **Outcome** | Number of individuals who have applied new techniques or technologies as a result of USDA assistance | 4,000 | **Yes (part of beneficiary-based survey)** |
| SI-16 | Output | Number of individuals who have received short- term agricultural sector productivity or foodsecurity training as a result of USDA assistance | 8,000 | Desk review of CLEAN’s data only |
| SI-7 | **Outcome** | Number of private enterprises, producer organizations, water users’ associations, women’s groups, trade and business associations, and community-based organizations (CBOs) that applied improved techniques and technologies as a result of USDA assistance | 99 | **Yes** **(part of beneficiary-based survey)** |
| SI-12 | Stages 1 & 2: Output Stages 3, 4 & 5: Outcome | Number of policies, regulations and/or administrative procedures in each of the following stages of development as a result of USDA assistance | Stage 5: 3 | Desk review of CLEAN’s data only |
| SI-8 | Output | Number of public-private partnerships formed as a result of USDA assistance | 10 | Desk review of CLEAN’s data only |
| SI-9 | **Outcome** | Value of new public and private sector investment leveraged as a result of USDA assistance | 1,000,000 | Desk review of CLEAN’s data only |
| SI-1 (new as a standard indicator) | **Outcome** | Yield of targeted agricultural commodities among program participants with USDAassistance[[5]](#footnote-6) | Cabbage | 25 | **Yes (part of beneficiary-based survey)** |
| Sacha Inchi | 0.4 |
| Cassava | 28 |
| Coffee | 3.5 |

**Table 1.b. Summary of Indicators (Custom Indicators)**

| **Indicator # / Level** | **Indicator Level** | **Custom Indicator** | **LOP Target** | **Indicator Measurement included as part of Final Evaluation** |
| --- | --- | --- | --- | --- |
| CI-2 | Output | # Agricultural input supplies/firms that sell improved inputs as a result of USDA assistance | 5 | Desk review of CLEAN’s data only |
| CI-3 | Output | # Agreements signed (contracts, MOU, etc.) between buyers / sellers through trade promotion events (e.g., missions, fairs, etc.) | 100 | Desk review of CLEAN’s data only |
| CI-4 | Output | # Government officers and auditors trained in internationally recognized quality standards and food safety (people) | 120 | Desk review of CLEAN’s data only |
| CI-5 | Output | # Grants disbursed to individuals or firms/ cooperatives/producer groups/businesses as a result of USDA assistance | 80 | Desk review of CLEAN’s data only |
| CI-6 | Output | Value of grants disbursed to individual or firms/cooperatives/business as a result of USDA assistance (USD) | 498,900 | Desk review of CLEAN’s data only |
| CI-7 | Output | # Farmer organizations meeting GAP and SPS requirements | 80 | Desk review of CLEAN’s data only |
| CI-8 | Output | # Consumers receiving messaging on food safety and “clean” and “safe” Lao products through awareness campaign (people) | 1,000,000 | Desk review of CLEAN’s data only |

**Evaluation Objective 2: Assess project’s relevance, effectiveness, efficiency, impact, and sustainability (i.e., impact and learning)**

In addition to assessing progress toward targets for all project monitoring indicators, a key measure of the project’s effectiveness, the evaluation firm will also be responsible for answering a set of evaluation questions related to relevance, effectiveness, efficiency, impact, and sustainability using various qualitative and quantitative methods.

***Table 2*** below summarizes each evaluation criteria, proposed evaluation questions to be addressed by the evaluation firm, and potential respondents and methods to be used to collect qualitative data. The questions below are guidelines; the final key evaluation questions and methods will be decided in collaboration between Winrock and the selected firm or consultant.

**Table 2: Evaluation Questions**

| **Evaluation Criteria** | **Suggested Evaluation Questions** | **Potential Data Collection Method and Respondents** |
| --- | --- | --- |
| *Relevance* | How relevant has CLEAN’s objective, priority interventions and the approach been to the situation of the beneficiaries?  | Interview: Government,Focus Group Discussion (FGD): Beneficiaries |
| How has the original design evolved during CLEAN’s implementation, particularly in response the findings from the MTE? | Interview: CLEAN staff |
| Were existing relevant USDA and U.S. government activities leveraged? | Interview: CLEAN staff |
| *Effectiveness* | What were the major factors—including project design, implementation, and the operating environment—which influenced the achievement or non-achievement of the objective targets?  | Interview: CLEAN staff |
| What were unexpected results of CLEAN activities, including both positive and negative results?  | Interview: Government, CLEAN staffFGD: Beneficiaries (Farmer groups, etc.) |
| To what extent is the project’s focus on increasing adoption of GAP standards for high-value horticulture aligned with Government policies, programs and strategies? | Interview: Government, CLEAN staff |
| Which CLEAN activities were most effective in increasing agricultural productivity and trade among the project’s direct beneficiaries?  | Interview: Government,FGD: Beneficiaries |
| Which project activities made the most and least significant contribution to intended strategic objectives?  | Interview: CLEAN staff |
| Which activities scaled up quickly compared to others, and why?   | Interview: CLEAN staff |
| How do CLEAN beneficiaries perceive the overall quality of project delivery and technical assistance? | FGD: Beneficiaries |
| (a) How did CLEAN adapt to the pandemic and to what extent were adaptations/shifts in the program’s delivery strategy required to reach CLEAN’s beneficiaries? (b) How do CLEAN beneficiaries perceive the quality of the program’s adaptation?  | Interview: CLEAN Staff (a) FGD: Beneficiaries (b) |
| *Efficiency* | To what extent does the management structure support efficiency for implementation, learning and reflection for Winrock and Partners and ensure proper risk management?   | Interview: CLEAN staff |

**Table 2: Evaluation Questions (continued)**

| **Evaluation Criteria** | **Suggested Evaluation Questions** | **Potential Data Collection Method and Respondents** |
| --- | --- | --- |
| *Sustainability* | What is the likelihood that the project benefits will endure over time after CLEAN ends? Specifically, what evidence exists of continued benefits for the different value chains of the productivity and marketing networking system level change that is likely to continue after CLEAN ends? | Interview: Government, CLEAN staffFGD: Beneficiaries |
| To what extent has CLEAN developed local ownership and sustainable partnerships?  | Interview: Government, CLEAN staffFGD: Beneficiaries |
| Which, if any, improved institutions or processes are likely to continue after completion of CLEAN?  | Interview: Government, CLEAN staff |
| What changes in the enabling environment that support improved agricultural productivity or trade have resulted from CLEAN (e.g., accessibility to strategic resources, attitudinal shifts among key actors; new rules, standards or regulations; formalized relationships or market linkages; widespread adoption of introduced practices)? | Interview: Government, CLEAN staffFGD: Beneficiaries |
| What evidence exists of local ownership (individuals, private sectors, associations and government partners) the result achieved, and of efforts to establish the partnership with relevant stakeholders and strengthen local capacities? | Interview: Government, CLEAN staffFGD: Beneficiaries |
| What recommendations do key project stakeholders have for similar, future activities? | Interview: Government, CLEAN staffFGD: Beneficiaries |
| *Impact* | At the commodity level, what are the immediate and/or medium-term effects (intended and unintended, positive and negative) of CLEAN after over 4 years of implementation?  | Interview: Government, FGD: Beneficiaries |
| How could successful interventions have been optimized and/or scaled up during the project’s implementation?  | Interview: Government, CLEAN staffFGD: Beneficiaries |
| What are CLEAN’s main legacy areas across its four focus commodities?  | Interview: CLEAN Staff |
| To what extent has the project contributed to strengthening the entire value chains (coffee, cassava, cabbage & sacha inchi in the target districts/provinces? | Interview: Government, CLEAN staffFGD: Beneficiaries |

Additional evaluation questions that address effectiveness and efficiency are listed below. These questions can be addressed by conducting statistical analysis of data collected from Beneficiary Based Surveys (BBS) and additional information from desk review.

* What, if any, variation in efficacy is based on the type of beneficiary, including beneficiaries of differing value chain function, location, pre-program capacity, or gender?
* Was any one province able to adopt CLEAN introduced techniques, practices, and approaches more quickly than other provinces?
* Which specific intervention delivered better results compared to other interventions?
* Which specific intervention required the least amount of time or cost?

The evaluation questions may be further discussed and refined with the selected evaluation firm to ensure that the process captures the evaluation objectives.

## Methodology[[6]](#footnote-7)

**Methodology:** Based on the research questions mentioned above, the project anticipates that the proposals will feature quantitative and qualitative methods suitable for collecting data representative of project participants and probing into the experiences of those involved in CLEAN’s implemented activities as well as gain recommendations from them. The evaluation firm is encouraged to propose cost effective research methods to respond to research questions and approaches that will allow triangulation of data that are of particular interest. An evaluation plan outline including significance and rationale, study design and methodology, including, sampling strategy, and data analysis plan, should be proposed as part of the technical proposal.

While designing of the assessment methodology, the firm must take into consideration the CLEAN MEL Plan, Performance Indicator Reference Sheets (PIRS), Performance Monitoring Plan (PMP) as well as the evaluation design, methodology and CLEAN’s Baseline and Midterm Evaluations, in addition to the program results framework (listed in Figure 1),

The selected research firm will be responsible for developing the data collection protocols, which should include *in-person surveys[[7]](#footnote-8) and interviews* when feasible[[8]](#footnote-9), and detailed evaluation plan based on the outline submitted in the proposal, but all final decisions regarding methodology will be made in collaboration with CLEAN. The following methods and tools should be used in the evaluation design:

* **Document review.** The assessment team will find it useful to consult a broad range of background documents related to the agricultural sector in the project’s ZOI, apart from program documents provided by Winrock.
* **Key Informant Interviews (KIIs).** KIIs are suggested to be conducted with key stakeholders, including Winrock staff and project beneficiaries and stakeholders.
* **Focus Group Discussion.** It is anticipated that the evaluation team will conduct multiple rounds of focus group discussions with Winrock staff, GoL representatives, farmer beneficiaries, farmer’s groups and cooperatives. Special attempts should be made to ensure participation and careful wording of the key questions.
* **Beneficiary-Based Survey**. The evaluation team will carry out a survey of current program beneficiaries including smallholder farmers, agricultural producers, small and medium enterprises and GoL representatives, to collect the required data. The sampling strategy should be consistent with the one used in the baseline and midterm assessments and should ensure 95% confidence level. Current total number of direct beneficiaries is 6,518. The evaluator will be expected to conduct a survey representative at the level of each commodity, and each province when applicable. The sample should be clustered and comparable with the BBS conducted during the MTE. Additional details about the composition of CLEAN beneficiaries disaggregated by commodity and province are provided in **Appendix B**.

## Sample and Setting

Data collection will be conducted in five provinces Champasak, Sekong and Salavan Provinces in the southern region and Vientiane Capital and Vientiane Province, in the central region of Laos. where the project is implementing. However, depending on methodological and technical considerations, budget and timelines, the research firm and Winrock International can jointly select target districts and villages. The consultant must propose a sampling strategy that will result in a sample representative of the entire project area and is designed to allow for comparison between baseline and midterm evaluation results.

Survey sample size and the method for data entry and cleaning, sample calculations and analysis should be designed in collaboration with CLEAN management and the project’s home office evaluation technical lead. We expect all offerors to demonstrate how they will calculate the sample size required and to use parameters including 95% confidence intervals and a 5% margin of error to estimate sample size of budgeting purposes.

Target Respondents for qualitative data collection activities include:

* Government officials: representative of Department of Agriculture (DOA), Provincial Agriculture and Forestry Office (PAFO), District Agriculture and Forestry Office (DAFO)
* Representatives of small, medium, large-scale farmers, cooperatives, collectors and traders
* Grant recipients (Direct Beneficiaries) including Mai Savanh Lao, Plantation Hills Artisans, Lao Cassava Association, Banhao coffee, BB Agriculture and Sky vision.

The evaluation firm is required to conduct data collection using a data collection software to facilitate automation of data processing and minimize human error.

## Roles and Responsibilities

The evaluation firm will implement some or all the following activities, depending on the final evaluation design:

* Collect data with inclusion and gender perspective including collection of socio- demographic data and disaggregation by gender, age, and disability. The evaluation firm is responsible for creating and enabling environment for female and male, youth and adult participation
* Review project documents (other project data, baseline and mid-term data, monitoring data, etc.).
* In collaboration with CLEAN, develop a detailed evaluation plan including evaluation study design, sampling protocols, data collection tools, data analysis plans, etc.) and timeline for the execution of the evaluation tasks (preferably a Gantt chart with work breakdown structure), and a final report structure outline
* Translate into Lao and pilot all survey questionnaires and tools
* Hire a field team (supervisors and data collectors), preferably recruiting experienced staff with similar research exercises in country [[9]](#footnote-10)
* Prepare a field manual for training, then train data collectors
* Arrange all fieldwork logistics
* Oversee data collection and any required data entry or transcription, using appropriate quality control measures and supervision
* Consolidate beneficiary-based outcomes survey data into a database, exportable into a CLEAN-prescribed MS Excel template. Ensure anonymity of data, human subject research concerns (Do No Harm - dignity, right, safety, and privacy concerns), and confidentiality.
* Present initial findings and recommendations (drawn from their own conclusion, free from organizational or political pressure) to CLEAN MEL team and senior management team, and subsequently to USDA for feedback.
* Prepare a draft report using the USDA provided outline.
* Prepare a revised report that incorporates the feedback provided by CLEAN and USDA,
* Submit a final report in English to Winrock.
* Submit cleaned datasets to CLEAN in line with USDA DLL requirements,
* Submit to CLEAN all the documents related to the study (filled questionnaires, electronic versions of the collected data, transcripts, coded qualitative (interview/focus group) data, training manual, fieldwork logs, etc.)
* Hold weekly status calls with CLEAN – MEL team and senior management team.
* Prepare a research brief on any identified ethical issues and how they were addressed.
* Prepare a 2-3-page stand-alone brief describing the evaluation design, key findings and other relevant considerations that will serve to inform any interested stakeholders of the final evaluation and should be written in language easy to understand by non-evaluators and with appropriate graphics and tables.
* Presentation of key findings delivered via webinar to CLEAN team in Laos and Winrock Home Office team.

*CLEAN will:*

* Provide access to the research materials cited above (Monitoring and Evaluation Plan, PMP, baseline and mid-term surveys, reports and protocols, project monitoring database, etc.) and will ensure that the contractor receives timely feedback to the research firm on research design, all data collection tools, translation, sampling strategy and other methodological components.
* Provide a complete list of:
	+ Standard and customized Indicators (SI & CI indicators)
	+ Direct and indirect beneficiaries
	+ Firms/associations receive support and in-kind grants from project
	+ Implementing partners and government partners
	+ Informing government partners and other partners about the Final Evaluation

# General instructions to offerors

Offerors wishing to respond to this RFP must submit proposals in English in accordance with the following instructions. Offerors must review all instructions and specifications contained in the RFP. Failure to do so will be at the offeror’s risk. Issuance of this RFP in no way obligates Winrock to award a subcontract. Offerors will not be reimbursed for any costs associated with preparation of submission of their proposal. Winrock shall in no case be responsible or liable for these costs.

Submission to Winrock of a proposal in response to this RFP constitute an offer and indicates the offeror’s agreement to the terms and conditions of this RFP and any attachments hereto. Winrock reserves the right not to evaluate a non-responsive or incomplete proposal.

# Submission Details

# Proposal Submission Deadlines

Proposals must be received no later than before the date and time indicated in the cover page of this RFP. Late submissions will not be accepted. Winrock International may request additional documentation after the bid deadline. Winrock will review all submitted proposals after the closing date and may conduct in-person or remote interviews with candidates under consideration.

All submissions are to be made electronically to Ms. Viengsavanh Sibounheuang, Monitoring & Evaluation and Learning Manager at Viengsavanh.Sibounheuang@winrock.org and CC: Mr. Alex Dahan, Chief of Party at Alex.Dahan@winrock.org.

# Questions Submission Deadline

Inquiries/questions must be received no later than the date and time indicated in the cover page of this RFP and must be submitted via e-mail to Viengsavanh.Sibounheuang@winrock.org. Winrock will review and respond to all potential offers as soon as possible.

**Proposal Structured & Required Documentation**

Offerors must submit 2 sets of proposals, including a technical proposal and cost proposal in separate files, with all pieces of the proposal labeled clearly. Each proposal should be typed in 12-point font. Submissions must be in English and typed single-spaced. All pages must be numbered and include the RFP reference number and name of organization on each and every page.

The proposal submission should include each of the following sections in the specific order listed below in order to be considered for this consultancy:

**Technical Proposal**

The technical proposal (not to exceed 13 pages) shall include:

* **Organization** **Information (1 page):** The applicant shall list legal business name, authorized contact including address, phone number and email; proof of business registration. Briefly describe the history, vision/objectives of the organization, legal/registration status, and organizational structure. A photocopy of the organization’s registration certificate and latest audited financial statement should be attached as an annex. This section should also state the organization’s legal status in Lao, if applicable.
* **Analysis and Proposed Approaches/Methodologies (maximum of 5 pages):** Describe the underlying assumptions, conditions, and constraints that will inform the applicant’s approach and guiding principles to evaluation. Describe the proposed approaches and methodologies for addressing the research questions laid out in Evaluation objectives 1 and 2. Describe the proposed sampling methods for quantitative surveys and data collection. This section should include information on how both quantitative and qualitative data will be analyzed, including the software to be used and the analytical approach taken (e.g., will inductive or deductive coding be used for qualitative analysis?) Explain the perceived risks related to the assignment and proposed actions to mitigate them. This should also outline any ethical considerations including issues of consent/assent and plans for protecting human subjects.
* **Work Plan (maximum of 2 pages)** The applicant shall propose an activity-based work plan that is consistent with the timeline, technical approach, and methodology described in the Scope of Work, structured around key milestones of the evaluation process. The work plan should follow the example illustrated in the **Table 3** below. A Gantt chart can also be used to illustrate the work plan.

|  |
| --- |
| **Table 3: Illustrative schedule of activity-based work plan** |
| **Activity Milestones** | **Week 1** | **Week 2** | **Week 3** | **Week 4** | **Week 5** | ***(Etc.)*** |
| **Phase I - Engagement** |
| Inception Meeting |  |  |  |  |  |  |
| Inception Report |  |  |  |  |  |  |
| Work Plan Development |  |  |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |  |  |
| **Phase II – Research and Data Collection** |
| Work Plan approval |  |  |  |  |  |  |
| Preparations and training |  |  |  |  |  |  |
| Data collection |  |  |  |  |  |  |
| Field-based interviews |  |  |  |  |  |  |
| Data analysis |  |  |  |  |  |  |
| Drafting of report |  |  |  |  |  |  |
| Demobilization |  |  |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |  |  |
| **Phase III – Analysis and Reporting** |
| Collaborative editing of draft Evaluation Report  |  |  |  |  |  |  |
| Collaborative editing of final Evaluation Report |  |  |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |  |  |

* **Proposed Level of Effort (1 page):** For the SOW response, the applicant shall propose the total number of person-days required at that skill level to fulfill each of the evaluation activities. (For example, if 10 enumerators will work for 10 days on data collection, then 10 people x 10 days = 100 person-days). **Table 4** below presents an example of how to document activity-based effort across the team:

|  |
| --- |
| **Table 4 Illustrative schedule of activity based LOE for evaluation team members** |
| **Activity Milestones** | **Team Leader** | **Senior Expert(s)** | **Senior Analyst(s)** | **Junior Field Staff**  |
| **Phase I – Engagement** |
| Inception Meeting | *## person-days* | *## person-days* | *## person-days* | *## person-days* |
| Inception Report |  |  |  |  |
| Work Plan Development |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |
| **Phase II – Research and Data Collection** |
| Work Plan approval |  |  |  |  |
| Preparations and training |  |  |  |  |
| Data collection |  |  |  |  |
| Field-based interviews |  |  |  |  |
| Data analysis |  |  |  |  |
| Drafting of report |  |  |  |  |
| Demobilization |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |
| **Phase III – Analysis and Reporting**  |
| Collaborative editing of draft Evaluation Report  |  |  |  |  |
| Collaborative editing of final Evaluation Report |  |  |  |  |
| *(Etc. as proposed by applicant)* |  |  |  |  |
| **TOTAL DAYS:** |  |  |  |  |

* **Technical Experience and Past Performance References** (**maximum of 2 pages):** The applicant shall provide a summary of the organization’s technical capacity to conduct monitoring and evaluation in general – with particular focus on final evaluations and endline surveys. The applicant should include details of contracts, grants, or cooperative agreements involving similar or related assignments within the last six years. Reference information must include the location, a brief description of the scale and scope of work performed, total compensation value, and a current contact phone number of a responsible and knowledgeable representative of the organization. Winrock reserves the right to contact these projects as an organizational reference as part of the selection process.
* **Sample Technical Output (Annexed/Attached):** The applicant shall include one or more examples of a report or deliverable submitted to a client that relates to monitoring, evaluation, or economic analysis.
* **Personnel and Team Composition (maximum of 2 pages):** The applicant shall list and briefly describe the names, qualifications, and functions of the proposed evaluation team. This must include at least three key personnel – a Team Leader and at least two other technical professionals. The Evaluation Team Leader must meet the qualifications and experience described in **Appendix C** – Evaluation Team Composition. The skills and qualifications for other key personnel are subject to the applicant’s discretion. CVs of all three key personnel (not to exceed 5 pages for each) must be included as an annex to the technical proposal; up to three other CVs may be included for reference.

**Financial Proposal:**

The offeror 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, data entry, and analysis, (e.g., staff, enumerators, supervisors, drivers).
* Per diem and Travel. Includes daily costs for lodging and meals and incidental expenses during training and during field work, mode of transportation, vehicle rental, gas.
* Printing. Includes survey questionnaires (if applicable), other study tools, reports.
* Communications. Includes telephone, email, computer, etc.
* Supplies. Includes mobile devices for data collection, paper, pens, bags, other materials for field work.
* Training costs
* Other relevant costs
* Cost quoted must include unit price and total price in Lao Kip.

Additionally, the offeror shall submit on separate sheet with the fixed price for the anticipated deliverables under this RFP.

# Evaluation criteria

Proposals must clearly demonstrate alignment with the SOW described above with an adequate level of detail.

A Proposal Evaluation Committee designated by Winrock, will review the technical and financial proposals, assess, score, and rank them according to the technical (Table 5) and financial (Table 6) evaluation criteria shown in the tables. The proposals will be scored according to the points shown for each criterion. The technical proposal will carry a 90% weight (Technical Pass Mark is 50%), and the financial proposal will carry a 10% weight. As a part of the evaluation process, the bidder may be interviewed/asked for a presentation on the submitted proposal by the Proposal Evaluation Committee. Only firms/consultants that obtain more than 50 points in the technical proposal will have their financial proposal reviewed.

**Technical Proposal**

The technical evaluation criteria and allocated points are summarized in Table 5 below.

**Table 5: Technical evaluation criteria**

|  |  |  |
| --- | --- | --- |
| **No.** | **Technical Criteria** | **Points** |
| **1** | **Experience of the Team & Team Composition (composed of 1a, 1b, 1c)**  | **25** |
| 1a | Minimum of 5 years of demonstrated experience in designing and conducting final evaluations and similar studies on agricultural and economic growth activities. Demonstrated knowledge of key value chains actors (specialty grade coffee, cassava, cabbage, and sacha inchi).   | 5 |
| 1b | Knowledge of USG (USDA preferred or USAID) performance monitoring systems, conducting evaluations or assessments preferably for the value chains noted above in criterion 1a.     | 5 |
| 1c | Team Leader and Other Team Member previous experience in similar assignments, as described in this scope of work.   | 15 |
| **2** | **Experience with Survey Design/Approaches/Methodologies, Data Collection, Data Analysis and Findings (composed of 2a, 2b, 2c)**  | **50** |
| 2a | Appropriateness and quality of proposed approaches/methodologies  | 40 |
| 2b | Demonstrated experience managing multiple datasets (using existing data and gathering new data)   | 5 |
| 2c | Experience with data analysis and extracting key findings, conclusions and recommendations.  | 5 |
| **3** | **Evaluation Planning and Management**  | **15** |
| 3a | Proposed work plan activities and timeframe.  | 10 |
| 3b | Verified references | 5 |
|   | **Total technical points (1 + 2 + 3)**  | **90** |

**Financial Proposal**

The financial proposal shall include a calculation of total compensation based on the level-of-effort described and the daily rates proposed for the various positions.

All other direct costs (e.g., travel, logistics, materials, etc.) will be negotiated with the applicant after selection based on the level of effort (LOE) and daily rate criteria.

The financial evaluation criteria and allocated points are detailed in **Table 6** below.

**Table 6:  Financial evaluation criteria**

|  |  |  |
| --- | --- | --- |
| **No.** | **Financial Evaluation Criteria for Selection** | **Points** |
| 1 | Sufficiency, reasonableness, and accuracy of detailed expenditures including per unit cost, with budget per unit cost budget clearly defined in USD.  | 5 |
| 2 | Budget explanation and justification of costs.  | 5 |
|   | **Total financial Points (1 + 2)**  | **10** |

# Award

Winrock will review all proposals, and make an award based on the evaluation criteria stated above and select the offeror whose proposal represents the best value to the CLEAN project. Winrock may also exclude an offer from consideration if it determines that an offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. Winrock may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Winrock may award to an offeror without discussions. Therefore, the initial offer must contain the offeror’s best price and technical terms.

## Anticipated deliverables, payments, and completion dates

**Deliverables**

All deliverables under this assignment are internal to the evaluation team, Winrock and USDA, unless otherwise instructed by Winrock. Key evaluation deliverables are as follows. Table 7. Below provides a list of key milestones and dates. A list of deliverables and their due dates is included in **Appendix D**.

* **Inception Report and Work Plan**

This report will summarize the agenda and conclusions of the inception meeting, which will involve the contractor, selected members of the CLEAN team, representatives from the Winrock home office, and perhaps USDA staff. During the meeting, the evaluation team will review and discuss the SOW in its entirety, clarify team member roles and responsibilities, prepare the work plan, develop data collection methods, review, and clarify any logistical and administrative procedures for the assignment.

Based on the outcome of the inception meeting and report, the evaluation team will provide a revised work plan to Winrock headquarters and the Chief of Party. Winrock will provide any necessary feedback or edits, after which the evaluation team will have **3 days** to submit a final version of the document.

At a minimum, the work plan should include (a) a task timeline, (b) a description of the methodology to answer each evaluation question, (c) team responsibilities, (d) document review process, (e) key informant and stakeholder meetings, (f) site visits details, and (g) draft and final report outlines.

* **Evaluation Plan**

This deliverable will expand upon the analysis and approaches/methodologies proposed by the evaluator in the technical proposal. It will serve as a guiding framework for the rest of the evaluation and will be included as an annex in the Final Evaluation Report.  The evaluator will describe the data collection instruments to be applied and how they will be applied during the evaluation. After acceptance of the evaluation methodology and data collection instruments by CLEAN, the evaluator will train survey enumerators, supervisors, interviewers, documenters and data encoders, for the sample survey data collection, as proposed in the SOW submission, and appropriate to the scope of work. The training should include pre-testing of the instruments in select project sites. Training activities should be documented in a training report.

* **Weekly Updates**

To ensure ongoing communication, the Evaluation Team Leader will provide a bulleted weekly email update to CLEAN and Winrock headquarters (or any other designated evaluation Point of Contact) reporting on progress. Any delays must be communicated immediately to Winrock to allow quick resolution and to minimize any disruptions to the evaluation. Emerging opportunities to strengthen the evaluation should also be discussed with Winrock headquarters and the COP and MEL Manager, as they arise.

* **Draft Evaluation Report**

A *Preliminary Draft Evaluation Report* must be submitted to Winrock headquarters and COP by **September 2, 2022**. Winrock and USDA will provide comments to the evaluation team by **September 16, 2022**.  A *Revised Evaluation Report* will then be submitted to Winrock headquarters and COP that incorporates responses to comments on the preliminary draft and offered in the event/workshop. The written report should clearly describe findings, conclusions, and recommendations in separate sections. **Appendix E**presents an outline of the reporting requirements. The report should answer all the evaluation questions, and the structure of the report should make it clear how the questions were answered. The draft report must have well-constructed sentences that are presented in a way that clearly presents findings, conclusions, and recommendations.  The draft report must be of a high quality with no grammatical errors or typos and must include an indicator table with measured actual data. A report is high quality when it represents a thoughtful, well-researched and well-organized effort to objectively evaluation what worked on CLEAN, what did not work, and why.

* **Virtual Event/Workshop**

This will be attended by CLEAN management, the home office project team and USDA, to be conducted virtually during the month of **September 2022**. The event/workshop will serve to present and discuss the key findings, conclusions and recommendations stemming from the evaluation. Input from the stakeholders can be used to refine the draft Evaluation Report.

* **Final Evaluation Report**

The evaluation team will submit the Revised Draft Evaluation Report to Winrock electronically in English. To the extent possible, all information that is compiled from field-based studies should be (i) provided in an electronic file in an easily readable format; and (ii) organized and fully documented for use by persons not fully familiar with the project or the evaluation. The report format should follow the template for drafting evaluation reports for USDA-funded International Food Assistance Projects.This template will be provided to the firm upon award.

Winrock will review and edit the Revised Draft Evaluation Report as needed and engage the Evaluation Team Leader in this process.  When completed, Winrock will submit this draft to USDA for their review and comments. Following receipt of these, Winrock will produce a Final Evaluation Report that incorporates responses to USDA’s comments.

The Final Evaluation Report will be professionally formatted and submitted to USDA for publication in accordance with the USDA Monitoring and Evaluation Policy. Winrock shall provide a copy of the evaluation report that is free of personally identifiable information (PII) and proprietary information. Winrock will sign and return the USDA public evaluation disclosure statement with the final version of the evaluation report. Copies will be distributed via email to partners and key stakeholders for free distribution. Hard copies will also be published and delivered to USDA’s designees upon request. Upon completion of the project, CLEAN reports will be archived in Winrock’s home servers and will remain available upon request.

**Payments and Completion dates**

Upon award of a subcontract, the deliverables and deadlines detailed in the below table will be submitted to Winrock. Payment will be made within 30 calendar days upon acceptance and approval of a deliverable and Invoice by Winrock. Note that throughout the life of the subcontract, the Evaluation Team Leader will provide weekly email updates to CLEAN and Winrock headquarters on progress.

**Table 7. Key milestones and dates**

| **Activities** | **Estimated Date of Completion**  | **Deliverables** | **Amount****(% of Total)** |
| --- | --- | --- | --- |
| 1**. Award and Contract Signing** | **June 10, 2022** | * Fully executed Final Evaluation contract
 |  |
| **2. Inception meeting (kick-off)** with CLEAN team to discuss the study design and gain full alignment on the evaluation requirements. | **June 13, 2022** |  |  |
| **3. Desk Review** of CLEAN project-related documents, including the USDA MEL Policy, USDA Food for Progress Indicators and Definitions Handbook, Project-Level Results Framework, Project MEL Plan, Performance Monitoring Plan, CLEAN Baseline / CLEAN Baseline Extension Survey & [CLEAN Midterm](https://pdf.usaid.gov/pdf_docs/PA00XVBK.pdf) Evaluations, PIRS and other relevant project-level studies/assessments | **Week of June 13, 2022** |  |  |
| **4. Draft Inception Report with Evaluation Design** for data collection and analysis, including agreed methodologies, data quality assurance plan, data collection tools, enumerators training, detailed work plan, logistics, etc. | **June 28, 2022** | * 1st draft of the Inception Report
 |  |
| **5. CLEAN feedback on the Inception Report received** |  **July 1, 2022** |  |  |
| **6. Final Inception Report with Evaluation Plan** | **July 3, 2022** | * Approved Inception Report
 | 10% |
| **7. Training of Enumerators/Data Collectors** covering CLEAN project background, confidentiality and Do No Harm (dignity, rights, safety and privacy) considerations, data collection tools using a mobile app, and interviewing skills. | **Week of July 4, 2022** | * Approved Training Report
 | 20% |
| **8. Field work conducted for the BBS** | **July to Mid August 2022**  |  |  |
| **9. BBS Data consolidation**. Organize all data collected; consolidate survey data into a database, exportable into a CLEAN-prescribed MS Excel template. Ensure anonymity of data, Do No Harm (dignity, rights, safety and privacy) concerns, and confidentiality. | **August 2022** | * Consolidated quantitative survey data in a CLEAN-prescribed MS Excel template
 | 20% |
| **10. Field Work for FGDs and/or KIIs** | **July to Mid August 2022** | * Qualitative datasets
 |  |
| **11. Draft Evaluation Report** in the format prescribed in **Table 3** (including all datasets with indicator values and required disaggregates from the beneficiary-based survey) | **September 2, 2022** | * 1st draft of Evaluation Report
 | 20% |
| **12. Virtual Event/Workshop to present draft Evaluation Report findings to Winrock / USDA****13. CLEAN feedback on draft Evaluation Report received** (from Winrock & USDA) | **Early September 2022 (TBD)****Mid-September 2022** | * Approved event/workshop agenda
 |  |
| **14. Final Evaluation Report and 2–3-page evaluation summary** submitted to CLEAN by COB | **September 23, 2022** | * Revised Final Evaluation Report for submission to USDA
 | 20% |
| **15.** **Available for follow-up guidance** per donor requests for clarification on Final Evaluation report. | **October 31, 2022** | * Approved Final Evaluation Report by USDA
 | 10% |

***Please be noted that:***

* ***The fixed price for the deliverables is inclusive of all taxes.***
* ***The anticipated deliverables and associated payments may be adjusted based on agreement between research firm/consultant and Winrock International (after successful firm/consultant is selected)***

# Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this document, and any attachment thereto, is strictly prohibited and violation of this condition may infringe upon copyright, trademark, patent, or other laws protecting proprietary and, or, intellectual property. In no event shall this document be delivered to anyone other than the intended recipient or original sender and violation may be considered a breach of law fully punishable by various domestic and international courts. If you have received this document in error, please respond to the originator of this message or email him/her at the address below and permanently delete and/or shred the original and any copies and any electronic form this document, and any attachments thereto and do not disseminate further.

Where no notice is given, all information contained herein is Copyright 2021 Winrock International.

# 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.

# Appendix A: CLEAN’s Theory of Change



# Appendix B: Beneficiary Population and other Stakeholders

For a breakdown to assist with sampling, please see the table below which captures the number of CLEAN direct beneficiaries by commodity and participant type.

CLEAN Direct Beneficiaries (extracted March 8, 2022)

|  |  |  |  |
| --- | --- | --- | --- |
| **Commodity** | **Producers** | **People in Private Sector Firms** | **People in Government** |
| Cabbage | 1,192 | 2 | 0 |
| Cassava | 4,359 | 2 | 3 |
| Coffee | 649 | 0 | 0 |
| Sacha Inchi | 177 | 0 | 0 |
| Multiple Commodities | 0 | 2 | 132 |
| **Total** | **6,377** | **6** | **135** |

CLEAN Direct Beneficiaries by Commodity & Beneficiary Type (extracted March 8, 2022)

|  |  |  |
| --- | --- | --- |
| **CLEAN Commodity & Beneficiary Type**  | **Province** | **Direct Beneficiary Total** |
| **Champasak** | **Saravan** | **Vientiane** | **Vientiane [prefecture]** | **Xekong** |
| **Cabbage** | **262** | **64** | **820** |   | **48** | **1,194** |
| People in Private Sector Firm | 1 |   | 1 |   |   | 2 |
| Producers | 261 | 64 | 819 |   | 48 | 1,192 |
| **Cassava** | **10** | **2,258** |   | **1,383** | **713** | **4,364** |
| People in Government |   | 3 |   |   |   | 3 |
| People in Private Sector Firm | 2 |   |   |   |   | 2 |
| Producers | 8 | 2,255 |   | 1,383 | 713 | 4,359 |
| **Coffee** | **152** | **182** |   |   | **315** | **649** |
| Producers | 152 | 182 |   |   | 315 | 649 |
| **Multiple Commodities** | **42** | **13** | **34** |   | **45** | **134** |
| People in Government | 40 | 13 | 34 |   | 45 | 132 |
| People in Private Sector Firm | 2 |   |   |   |   | 2 |
| **Sacha Inchi** | **123** | **11** |   |   | **43** | **177** |
| Producers | 123 | 11 |   |   | 43 | 177 |
| **Grand Total** | **587** | **2,528** | **854** | **1,383** | **1,164** | **6,518** |

# Appendix C: Recommended Evaluation Team Composition

The evaluation team shall be composed of a technically qualified, gender-balanced, and culturally sensitive staff of professionals with proven experience working in rural agricultural communities.

**Team Leader/Evaluation Specialist.** The Team Leader will provide overall leadership for the team in Laos, and s/he will draft the evaluation design, coordinate activities, arrange periodic meetings, consolidate individual input from team members, and coordinate the process of assembling the final findings and recommendations into a high-quality document.

S/he will lead the preparation and presentation of the key evaluation findings and recommendations to the CLEAN staff at Winrock headquarters and other major stakeholders*.* The evaluation Team Leader will report to the chief of party and designated Winrock Evaluation Manager and coordinate in the field with CLEAN staff as needed to acquire necessary information, contact local partners and key informants, and facilitate site visits and other surveys.It will be the responsibility of the Evaluation Team Leader to ensure the communication and coordination needed for the survey to produce the field-based information needed for the evaluation.

Minimum qualifications include:

* a post-graduate degree in agricultural economics, agribusiness management, enterprise development, economics, or an applicable social sciences field – or 10+ of similar experience at the senior level
* a minimum of 20+ years of professional work experience in donor-funded development programming and/or economic development
* demonstrated experience leading at least two evaluations of projects with similar scope and complexity within the past 5-7 years
* extensive experience in conducting quantitative and qualitative evaluations and strong familiarity with business, market systems, value/supply chain development, etc.
* familiarity with USG regulations and systems, including performance monitoring guidance on gender policies and guidance, project management, budgeting, and financial analysis and reporting
* fluency in English and excellent communication skills – particularly writing.

**Senior Experts/Analysts:** The Team Leader will be supported by a multi-disciplinary evaluation team consisting of one or more members possessing a diverse and complementary set of technical capacities – preferably experience with:

* qualitative and quantitative approaches and methodologies for research and analysis
* survey design – including experience creating data collection tools, calculating sample sizes and determining appropriate sampling methods, and working with large datasets
* technical research and/or work experience related to CLEAN’s commodities
* experience to work in a multicultural environment and to hire qualified field-survey personnel

**Junior Field Staff:** The evaluation team will be supported by a staff of junior-level enumerators and data collection agents – to be recruited and managed by the evaluation firm.

# Appendix D: List of key deliverables and due dates

|  |  |
| --- | --- |
| **Deliverable** | **Due date** |
| Draft Inception Report with Evaluation Design | **June 28, 2022** |
| Final Inception Report with Evaluation Plan  | **July 3, 2022** |
| Weekly Updates | **Ongoing** |
| Draft Evaluation Report | **September 2, 2022** |
| Virtual Event / Workshop | **TBD (September 2022)** |
| Final Evaluation Report | **September 23, 2022** |

# Appendix E: Reporting Requirements[[10]](#footnote-11)

|  |
| --- |
| **Cover Page** (with photo, if possible)**List of Acronyms****Table of Contents**, which identifies page numbers for the major content areas of the report.**Executive Summary** – Stand-alone document that concisely states the project background and purpose, evaluation questions, design, methods, limitations, findings, conclusions, and recommendations (not to exceed 4 pages)**Body of Report****1. Introduction and Purpose*** 1. **Project Context** - Describe the context in the country that the project is being implemented, including any social, political, demographic, institutional, or gender equality factors that are relevant to the project.
	2. **Project Description** – Describe the project including, project activities and implementation strategy, location(s) of project activities, target population, stakeholder roles and contribution to the project, project status, and budget.
	3. **Results Framework** – Include the project’s theory of change, results framework graphic, and critical assumptions.
	4. **Purpose of the Evaluation** – Describe the purpose of the evaluation including the evaluation type and purpose, any previous evaluations related to the project, the intended audience of the evaluation, how the evaluation findings will be used by the implementer, and how the evaluation informs the program’s broader Learning Agenda.
1. **Evaluation Design and Methodology**
	1. **Evaluation Questions** - List the evaluation questions in the context of relevance, effectiveness, efficiency, impact, and sustainability (as outlined in the final evaluation TOR).
	2. **Evaluation Design –** Describe the overall design/approach used for the evaluation, including the type of evaluation, how culturally appropriate participatory methods were incorporated into the design, and how ethical standards regarding all participants, especially at-risk populations, were incorporated into the evaluation design.
	3. **Sampling Methods –** Describe the basic sampling strategy used during the evaluation including the sampling frame, rationale and mechanics of participant selection for the sample, number of participants selected out of potential subjects, selection criteria for any counterfactual/control groups (as applicable), limitations of the sample, minimum detectable effect and confidence level.
	4. **Data Collection Methods -** Describe data collection methods and instruments (both qualitative and quantitative) and analysis tools used in the evaluation. The actual instruments themselves (e.g., full surveys and interview guides) should be included in the annexes. Items of discussion include level of precision (quantitative), value scales or coding used (qualitative), level of participation, description of how tools were developed/adapted to be relevant to local stakeholders and culturally appropriate, empowerment of stakeholders through the evaluation process, reliability of the data, and how the data collection methods were design to collect gender related data, including disaggregated data and questions reflecting gender issues.
	5. **Data Analysis Methods –** Describe how those data are analyzed. Common methods of analysis include regressions, difference-in-difference calculations, interview coding, etc. It should be clear how these methods are linked to each of the evaluation questions and why they are appropriate to answer those questions.
	6. **Evaluation Limitations -** Outline key limitations of the evaluation (for example: lack of baseline data; selection bias as to sites, interviewees, comparison groups; seasonal unavailability of key informants; contamination of control groups, etc.) and how these were mitigated.
2. **Findings -** Findings are empirical facts based on data collected during the evaluation and should not rely only on opinion, even of experts. It should report both qualitative and quantitative data, and also report on the project’s key performance indicators (a table with the results of all performance indicators should be included in an annex). The findings should also consider the possibility of unintended side effects of the intervention. This could include an analysis of how project interventions affected various segments of the population differently (e.g., different affects based on gender, socio-economic status, age, etc.).
3. **Conclusions -** Describe the conclusions of the evaluation. Clearly explain how the logic behind the conclusions correlate with actual findings. Conclusions should be substantiated by findings consistent with data collected and methodology used and ultimately answer the Evaluation Questions. If conclusions are tentative, clearly identify the details of what is known and what can be plausibly assumed. Ensure the conclusions add value to the findings. Do not highlight simple conclusions that are already well known and obvious.
4. **Recommendations -** Recommendations should be relevant to the project, Terms of Reference (TOR), and objectives of the evaluation and formulated clearly and concisely. Describe how the evidence and analysis provide the basis for the recommendations. Recommendations must be specific and actionable, prioritized to the extent possible, and include responsibilities and a timeframe for their implementation. They should also take into account gender and other intersectional issues, as relevant.

**Annexes –** All relevant annexes should be part of the report. Annexes that are required for USDA evaluations are: bibliography, table of indicator data, results framework, data collection instruments (questionnaires, interview guides, observation protocol, sampling tools, etc.), terms of reference or statement of work for the evaluation, conflict of interest forms, key elements of statistical results. Note that USDA requires evaluators to submit a version of the report free from personally identifiable information (PII). Items that should NOT be included in the Annexes (or anywhere in the report) include: a list of participants and/or people interviewed for evaluation and names, email addresses, phone numbers, addresses, or similar information linked to individuals. *For a more detailed description of potential PII, please see FAS’s PII Guidance Document.* |

# 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](https://code.winrock.org/).
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, Vendors, 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 Agreement 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 Agreement or Vendor's duties, obligations, and responsibilities under this Agreement. 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 Agreement.
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.

1. Debarment and Suspension. In accepting this Agreement, 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 Agreement 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 Agreement.
2. Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Agreement 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 Agreement.

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.

1. 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 agreement Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.
2. 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.
3. Disputes. Any disputes arising out of this Agreement 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.
4. 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.
5. 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.
6. 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 agreement. 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 agreement 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 agreement 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 Agreement for such period as in writing. In the absence of a written established period, no disclosure is authorized.
7. 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 Agreement, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Agreement, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce or distribute those materials for educational purposes.
8. 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 agreement 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.
9. 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 workers 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.
10. 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.
11. 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 agreement 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 agreement.
12. 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.
13. 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.
14. 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 Agreement 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.
15. Conflict of Interest.  Vendor must establish safeguards to prevent employees, Vendors, 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.
16. 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 agreement will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this agreement.
17. 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 Agreement. 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.
18. 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.
19. Severability. If any provision or any portion of a provision of this Agreement 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.
20. 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 agreement. It is the responsibility of the vendor to read and accept the terms and conditions included in the Purchase Order.
21. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, 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 agreement value for each day of delay. If Winrock terminates this agreement 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.
22. 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 Agreement.  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.
23. Waiver. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of Winrock to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.
24. Clauses Incorporated by Reference. Work performed under this Agreement 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 Agreement: (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 agreement 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.”
25. 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 agreements, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.
1. Submission should not include any zipped files. Winrock will review submitted proposals after the closing date and may request additional documentation after the proposal deadline. [↑](#footnote-ref-2)
2. Source: Lao PDR: CLEAN Monitoring, Evaluation, and Learning Plan, Version January 12, 2018. CLEAN is not currently working with FAO or VAI. [↑](#footnote-ref-3)
3. <https://www.fas.usda.gov/sites/default/files/2019-06/fad_mande_policy_feb_2019.pdf> [↑](#footnote-ref-4)
4. Targets are extracted from CLEAN’s Revised Attachment D, dated November 8, 2021. Note that an additional standard indicator (*SI-11 Total increase in installed storage capacity (dry or cold storage) as result of USDA assistance)* will be added once CLEAN’s revised targets are mapped into the updated FAIS system. This indicator will require a desk review of CLEAN’s data. [↑](#footnote-ref-5)
5. Prior to November 2021, yield was captured as a custom indicator on a semi-annual basis. However, the standard yield indicator adopted in November 2021 per USDA’s request requires reporting on an annual basis. [↑](#footnote-ref-6)
6. Due to the possibility of COVID-19 related travel restrictions, the evaluation firm will be required to develop a data collection contingency plan detailing a hybrid (i.e., combining in-person and phone-based data collection) or potentially fully remote evaluation, depending on the ability of staff and enumerators to travel domestically within Lao PDR. This contingency plan will be included in the firm's inception report. [↑](#footnote-ref-7)
7. To assist in the design and comparability of the final evaluation tools, CLEAN will provide baseline and midterm survey/ interview protocols with the selected evaluation firm. [↑](#footnote-ref-8)
8. Based on the current COVID-19 situation in the Lao PDR, CLEAN anticipates that in-person data collection, following all applicable safety protocols, will be possible for this evaluation. Should the medical context shift, Winrock and the selected firm will discuss alternatives, but all planning and budgeting should be based on in-person data collection. [↑](#footnote-ref-9)
9. In a few instances, the evaluation team may need to hire local translators between Lao and Khmu (or another local language). However, an understanding of Lao is fundamental when interviewing across CLEAN’s interventions areas. [↑](#footnote-ref-10)
10. Reporting requirements are from USDA’s Evaluation Reporting Template which will be provided to the selected evaluation firm. [↑](#footnote-ref-11)