

Request for Proposal

For Monetization Partner
RFP-FFPr-23-001

Issued: March 9, 2022

Winrock International
204 E. 4th St.
North Little Rock, AR 72114



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Thank you for your consideration, Winrock International.

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Introduction

Winrock International is seeking an organization or consultant to provide monetization services for a U.S. Department of Agriculture (USDA) funded Food for Progress opportunity. This contract is contingent upon award and signature. The subcontractor will be paid a fixed percentage of the proceeds from the sale of U.S. agricultural commodities within the project country. Winrock seeks a monetization agent to develop and implement the commodity management plan for the proposal in accordance with USDA rules and regulations. Businesses registered through the U.S. Small Business Association as small and minority-owned, women-owned, or veteran-owned business enterprises are encouraged to submit bids.

Business Overview & Background

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

Submission Details

Submission Deadlines

Proposals must be received no later than 5:00 PM Central Standard Time on Thursday, April 6, 2023. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Telephone requests will not be honored.

Winrock International may request additional documentation after the bid deadline.

Submission Delivery Address

Submissions shall be made electronically. The address to be used for all submissions is:

Procurement RFP-FFPr-21-001
204 E. 4th St.
North Little Rock, AR 72114
Email: procurement@winrock.org

Submission Questions and Clarifications

Interested bidders should notify Winrock International via email at procurement@winrock.org. They will then be provided further information on the proposed country(ies) for monetization.

Inquiries/questions must be received no later than Monday, March 20, 2023, 12:00 PM Central Time and must be submitted via e-mail to procurement@winrock.org. Winrock will review and respond to all questions by Tuesday, March 21, 2023, 12:00pm (CT).

Winrock will evaluate complete subcontractor proposals to determine which proposal represents the best value to Winrock. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

Electronic Submissions

Electronic submissions in response to this Request for Proposal will be accepted as long as they meet the following criteria:

Sent via email to: procurement@winrock.org

Instructions to Bidders

The technical and price proposals may be included in the same document. Each proposal shall be clearly identified with the RFP number and the Bidders name.

All responses to this RFP must be received no later than the submission deadline on the cover page of this RFP. Bidders must submit 1 copy of the proposal in Microsoft Word (technical and price proposal) to:

Winrock International
Attn: Peter Saling
Email: procurement@winrock.org

All inquiries and requests for information regarding this RFP must be submitted by email to the above individual no later than the question/inquiry submission deadline on the cover page of this RFP. Reference the RFP number in all questions/inquiries.

Bidders will not be compensated for their preparation of responses to this RFP.

Additional requirements:

- ☐ Validity of bid: 90 days starting from the submission date. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.
- ☐ Cost quoted must include total price in USD
- ☐ Payment terms and complete banking information
- ☐ Winrock International retains the right to terminate the RFP or modify the requirements upon notification to bidders.
- ☐ Proposals may be withdrawn by written notice via email at any time before award.

Bid Documents to Include

Capability and Technical Experience

Demonstrate capabilities and technical experience by providing the following:

- a. Organization Overview
- b. Capabilities Statement including the history and volume of international trades either development or commercial, including previous experience in the proposed country.
- c. Previous monetization references
- d. Statement of previous claims and challenges during previous monetizations.
- e. Summary of proposed approach to monetization in the proposed country.
- f. Fees

Project Staffing

Identify the project staffing (bio).

References

Please include three client references and contact information. References should have worked with your organization within the past five years and preferably in the last 3 years. These may be duplicative of those listed in Item C. above.

Solicitation Process

The submitted proposals will be reviewed against the criteria for evaluation defined and rated on bidder's ability to satisfy the requirements stated in this RFP document. A preferred Subcontractor will be chosen and formally notified. A formal award will be negotiated with the selected Subcontractor and, if endorsed, the Subcontractor will begin work on the project.

Winrock International may reject any proposal that is that does not adhere to all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. Winrock International may reserve the right to waive any minor discrepancies in a proposal.

Winrock International reserves the right to issue an award based on the initial evaluation of proposals without discussion and also reserves the right to enter into best and final negotiations with any responsive Bidders for all or part of the proposed scope.

Bidders submitting proposals must (1) be officially licensed to do such business in country of operation, (2) be able to receive USDA funds and (3) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics

Award

Winrock anticipates notifying the successful bidder the week of April 10, 2023; the agreement for monetization services will be executed after Winrock received the signed award from USDA.

- Winrock will run an open and fair competitive bidding process.
- As warranted, Winrock may increase or decrease the quantities.

Detailed Specifications

Winrock International is seeking an organization or consultant to provide monetization services. This contract is dependent on Winrock being awarded the funding to implement the U.S. Department of Agriculture's Food for Progress project for FY23. The contractor will be paid a fixed percentage of the proceeds from the sale of U.S. agricultural commodities within the program country. Winrock seeks a monetization agent to develop and implement the commodity management plan in accordance with USDA rules and regulations. The monetization partner will be responsible for the following tasks:

1. Develop commodity management/monetization plan with Winrock to be included in award in accordance with requirements laid out in the Food for Progress solicitation and relevant USDA regulations;
2. Fully understand importation regulations and requirements in the proposed country and insure they are reflected in monetization plan;
3. Upon approval of the final monetization plan, advertise the approved tender, conduct a bid analysis and make recommendations to Winrock for approval.
4. Identify and engage buyers for the sale of commodities and draft purchase agreement(s);

5. Liaise with Winrock and USDA to call forward commodities from USDA following the agreed upon monetization plan and in accordance with USDA rules and regulations;
6. Coordinate with freight forwarder to arrange for the transportation of commodities to designated port;
7. Manage all business transactions associated with the sale of commodities in accordance to USDA and Winrock rules and regulations;
8. Ensure all documentation related to commodity acquisition, transportation, importation, and sale are presented to USDA and Winrock in a timely manner and in accordance with USDA and Winrock rules and regulations;
9. Ensure funds from sale of commodities are deposited into a Winrock designated bank account upon sale of commodities and that Winrock is notified immediately afterward;
10. Communicate with designated Winrock focal point on a regular basis as agreed upon.

Required qualifications include:

- Experienced in monetizing commodities for USDA; experienced with monetizing commodities in the proposed country preferred
- Experienced in developing commodity management plans for USDA awards
- Ability to interact effectively with local and international staff as well as government and private sector representatives.

Terms and Conditions

Each Bid must conform to the following requirements:

- a. All subcontractors must be registered to do business in the United States. Proof of Business Registration may be requested.
- b. A Bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.
- c. Bids received after the time specified in the request for bid will not be considered and shall be returned to the respondent.
- d. The bidder must have excellent communication skills and methods and be able to communicate very clearly at every step of development, both providing information to the Winrock team as well as requesting, understanding and closely following guidance from the Winrock team.

Evaluation Criteria

Winrock International will evaluate proposals based on a best-value determination; Bidders should submit their most competitive price proposal. Proposals will be evaluated using the following criteria:

Technical Scores	Points
Technical Approach	5
Company Capabilities	15
Past Performance/References	15
Experience of Offeror monetizing commodities as well as volume of commercial trades.	20
Risk of Offeror based on previous monetization performance/claims	20
Experience of Offeror in region for delivery/performance	10
Proposed Budget	15
Total Technical Score	100

Basis of evaluation: Best value

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The committee will also assess the reasonableness of costs and the cost-effectiveness of proposed fees and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to Winrock International. Winrock reserves the right to award a partial award or no award at all.

Certification of Independent Price Determination

(a) The offeror certifies that—

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

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

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

(a)(3) above.

(c) Offeror understands and agrees that—

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

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

Attachment A: Funder Provisions, Food for Progress Terms and Conditions

In the event of a prime award being awarded to Winrock, the parties agree to negotiate in good faith and proceed in a timely manner to execute a mutually acceptable subcontract related to the provision of technical assistance, namely commodity monetization, pursuant to the provisions of this Agreement and the prime award from the funder (USDA). The subcontractor will be subject to the applicable terms and conditions of the prime award, including the requirement for prior consent by the funder to the subcontract and flow-down of mandatory and necessary clauses in the prime award to the subcontract. Anticipated flow-down terms include the following:

This Subcontract is funded with US Government Funds:

- a) Unless one of the exceptions provided in subparagraph (b) below shall apply, the term “award” shall mean “subaward” or “subcontract,” the term “recipient” shall mean “subrecipient/subgrantee/subcontractor,” the term “Federal Agency” shall mean “Winrock International Institute for Agricultural Development,” and the term “Agreement Officer” shall mean the “Winrock International authorized individual.”
- b) The following instances are exceptions to the general rules as provided in (a) above:
 - i. Where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the U.S. Government, its officers or agents specifically;
 - ii. Where an explicit provision of this Subcontract states a contrary intent or provides for a different arrangement; or,
 - iii. Where interpretation in accordance with the rules stated above would place the prime awardee in a position of violating the equivalent or related provisions of the prime award whereas construction of the terms without modification would not.
 - iv. References in any standard provision to the “Disputes” clause will be construed as references to the “Disputes” provision contained in the Subcontract.

US Government Terms and Conditions are provided below. Subcontractor acknowledges and agrees to comply with all applicable law in connection with its performance of its services under the Subcontract, including the follow US Government Terms and Conditions to the extent they are applicable and impose obligations on Subcontractor.

- A. This agreement is subject to the terms and conditions set forth in 7 CFR part 1499. The office of Management and Budget guidance at 2 CFR part 200, as supplemented by 2 CFR part 400 and 7 CFR part 1499, applies to the Food for Progress Program. In addition, except as otherwise provided in 7 CFR part 1499, other regulations that are generally applicable to grants and cooperative agreements of USDA, including the applicable regulations set forth in 2 CFR chapters I, II, and IV, apply to the Food for Progress Program.
- B. The OMB guidance at subpart F of 2 CFR part 200, as supplemented by 2 CFR part 400 and this part, applies to subawards to subrecipients under this part, except where the subrecipient is a for-profit entity, foreign public entity, or foreign institution. Audit requirements for recipients and subrecipients that are for-profit entities or foreign organizations are set forth in §1499.18.
- C. The subcontractor is required to be registered in the System for Award Management (SAM) and continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.
- D. If a freight forwarder is used to transport the commodities, the freight forwarder must be registered with SAM. The freight forwarder must submit the following documentation to be maintained and made available to Winrock as specified in 7 CFR 1499.6(a)(1)-(6): (1) The original, or a true copy of, each on board bill of lading indicating the freight rate and signed by the originating ocean carrier; (2) For all non-containerized cargoes: (i) A signed copy of the Federal Grain Inspection Service (FGIS) Official Stowage Examination Certificate; (ii) A signed copy of

the National Cargo Bureau Certificate of Readiness; and (iii) A signed copy of the Certificate of Loading issued by the National Cargo Bureau or a similar qualified independent surveyor; (3) For all containerized cargoes, a copy of the FGIS Container Condition Inspection Certificate; (4) A signed copy of the U.S. Food Aid Booking Note or charter party covering ocean transportation of the cargo; (5) In the case of charter shipments, a signed notice of arrival at the first discharge port, unless CCC has determined that circumstances that could not have been reasonably anticipated or controlled (force majeure) have prevented the ocean carrier's arrival at the first port of discharge; and (6) A request for payment of freight, survey costs other than at load port, and other expenses approved by CCC.

- E. The total commission or fees paid to intermediaries in the transportation procurement process will not exceed 2.5% of total transport costs; demurrage costs will not be paid in any case.
- F. Shipments of donated commodities are subject to the requirements of 46 U.S.C. 55305, regarding carriage on U.S.-flag vessels. Ocean Transport must be in accordance with 7 CFR 1499.7(a) and FAR Subpart 47.5 – Ocean Transport by US-Flag Vessels.
- G. If a freight forwarder is used, it must be licensed by the Federal Maritime Commission and submit certification as specified in 1499.7(d) indicating that the freight forwarder (1) is not engaged in, and will not engage in, supplying commodities or furnishing ocean transportation or ocean transportation-related services for commodities provided under any FFPr Program agreement to which the recipient is a party; and is not affiliated with the recipient and has not made arrangements to give or receive any payment, kickback, or illegal benefit in connection with its selection as an agent of the recipient.
- H. All surveys obtained must, to the extent practicable, be conducted jointly by the surveyor, the recipient, and the carrier, and the survey report must be signed by all three parties. The recipient must obtain a copy of each discharge or delivery survey report within 45 days after the completion of the survey.
- I. If the recipient has title to the donated commodities, and donated commodities valued in excess of \$5,000 are damaged at any time prior to their distribution or sale under the agreement, regardless of the party at fault, Winrock must be notified immediately and arrange an inspection by a public health official or other competent authority approved by CCC and provide to CCC a certification by such public health official or other competent authority regarding the exact quantity and condition of the damaged donated commodities. The value of damaged donated commodities must be determined on the basis of the commodity acquisition, transportation, and related costs incurred by CCC with respect to such commodities, as well as such costs incurred by the recipient and paid by CCC. The recipient must inform CCC of the results of the inspection and indicate whether the damaged donated commodities are: (1) Fit for the use authorized in the agreement and, if so, whether there has been a diminution in quality; or (2) Unfit for the use authorized in the agreement.
- J. The Subcontractor is prohibited from using sale proceeds to acquire goods and services, either directly or indirectly through another party, in a manner that violates country-specific economic sanction programs.
- K. The Subcontractor must pay to the recipient the value of any donated commodities or sale proceeds, that are lost, damaged, or misused as a result of the Subcontractor's failure to exercise reasonable care.
- L. Audit requirements as outlined in 7 CFR 1499.18 are applicable to this Subcontract.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]