

# Request for Proposal for

FY2023 ANNUAL FARMERS SURVEY

RFP-6954-23-002

Issued: [August 25, 2023]

## Feed the Future Nigeria Agricultural Extension and Advisory Services Activity

No. 19 Ontario Crescent off Mississippi Street,  
Maitama, Abuja, Nigeria

Contract: 72062020C00001

Country: Nigeria

Geographic Code: 937



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## Confidentiality Statement

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## Introduction

Winrock International (WI) is a nonprofit organization that works with people in the United States and around the world to empower the disadvantaged, increase economic opportunity, and sustain natural resources.

WI is currently implementing the Feed the Future (FTF) Nigeria Agricultural Extension and Advisory Services Activity (The Extension Activity) under USAID contract # 72062020C00001 – a five (5) year activity that aims to partner with small and medium enterprises and key market actors to pilot proven technologies, scale up successful ones, and promote the adoption of improved production practices as well as improved service delivery that will rapidly, effectively, and sustainably provide access to agro-inputs and service delivery and disseminate extension messaging to at least two million smallholder farmers.

The main objectives of the Extension Activity are to:

- i. Build the capacity of private extension service providers, by leveraging the power of MSMEs, to deliver extension and advisory services to value chain stakeholders, Small Holder Farmers (SHFs) to increase their production and productivity due to

the increased availability and accessibility of private extension services providers. It aims to increase the availability of and accessibility to quality agricultural inputs/ services as well as pilot and scale up use of ICT-enabled extension services platforms to reach value chain stakeholders. It also aims to increase access to financial products and services.

- ii. Strengthen linkages between agricultural research institutions, agro-allied companies, the public and private extension services providers, and agricultural value chain stakeholders.

Through its facilitative market-based approach, the Extension Activity provided support to 526,106 smallholder farmers in the 2023 farming season to increase their productivity and improve their livelihoods across seven targeted states (Benue, Cross River, Delta, Ebonyi, Kaduna, Kebbi and Niger state) and 5 value chains (Aquaculture, Rice, Maize, Cowpea and Soybean). The support provided includes business development services training, access to finance, business-to-business linkages, extension services and access to the market.

To determine the outcome of initiatives on smallholders' productivity, sales and application of improved technologies in the seven FTF focus states in Nigeria, the Extension Activity, is seeking to engage a suitable qualified firm with a physical presence in Nigeria to conduct its FY 2023 Annual Farmers Survey. The firm is expected to have a robust knowledge, and expertise in Monitoring and Evaluation, agribusiness development and value chains development, with excellent understanding of the context where its MSMEs and smallholder farmers were supported. The survey will be carried out in the Extension Activity's states of implementation.

## 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 Questions and Clarifications

Inquiries/questions must be received no later than **Friday, September 01, 2023, (WST)** and must be submitted via e-mail to [procurement@winrock.org](mailto:procurement@winrock.org). Winrock will review and respond to all questions by **Wednesday, September 06, 2023**

## Submission Deadlines

Proposals must be received no later than 5:00 PM West African Standard Time on **September 14, 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 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 Offerors with or without discussion.

Winrock International may request additional documentation after the bid deadline.

## Electronic Submissions

All submissions in response to this Request for Proposal must be done electronically via email to [procurement@winrock.org](mailto:procurement@winrock.org) with the subject line: **“RFP-6954-23-002 – Annual Farmers Survey.”**

**Proposals must be submitted in two separate emails and labelled with the above subject line:**

**Email 1** – Technical Proposal in PDF or Microsoft Word

**Email 2** – Financial proposal in Microsoft Excel and budget narrative in Microsoft Word.

**All Financial Proposals must be denoted in Nigerian Naira only.**

## Instructions to Offerors

- Validity of bid: 60 days starting from the submission date.
- Cost quoted must include unit price and total price in **NGN**, and financial proposal must be accompanied with a budget narrative explaining each cost element.
- As a USAID funded project – WI is exempted from payment of Value Added Tax (VAT)
- Include suggested payment terms and complete banking information.
- Winrock reserves the right to make changes or cancel this solicitation as required by USAID.
- Payment is subject to applicable withholding tax deductions based on Nigeria tax law.
- Consortium proposals will not be accepted under this RFP.
- Government agencies or firms will not be funded under this RFP.
- If Offeror ceases to conduct its operations in the ordinary course of business or is unable to meet its obligations, Winrock may cancel the agreement without liability except for services previously rendered.
- All offerors are required to be registered with the Government of Nigeria. Proof of Business Registration must be provided.
- **Registration requirements for United States U.S Government Funding: As all funds that will be used for this assignment are funded by the U.S government, offerors are required to have a Unique Entity Identifier (UEI) number. Offerors can obtain the UEI number by registering at <https://sam.gov/content/home>.**

- **Source, Origin and Nationality Restrictions:** The USAID authorized geographic code for the Feed the Future Nigeria Agricultural Extension and Advisory Services Activity project is 937 (the United States, the recipient country (Nigeria), and developing countries other than advanced developing countries, but excluding any country that is a prohibited source) is the authorized USAID Principal Geographic Code for the procurement of commodities and services. More information about Authorized Geographical code can be found here <https://www.usaid.gov/sites/default/files/documents/310.pdf>.

### Bid Documents to Include

- Legal Business Name and proof of business registration and TIN number
- Authorized contact including address, phone number and email.
- An abridged CV (maximum of two pages) of each personnel propose for this assignment.
- Audited financial statements for the past two years.
- A list of previous similar contracts completed successfully with the names and contact information of buyers.
- UEI number

### Award

Winrock anticipates notifying successful Offeror and provide agreement for signature **the week of October 02, 2023.**

- Winrock will run an open and fair competitive bidding process.
- As warranted, Winrock may increase or decrease the quantities.
- Winrock reserves the right to issue multiple awards out of this RFP. Winrock also reserves the right to issue no awards out of this RFP.
- Type of Award: Fixed Price Subcontract

## Detailed Scope of Work (SOW)

**Scope of Work:** FY2023 Annual Farmers Survey

**Estimated Period of Performance:** October to December 2023

**Place of Performance:** Benue, Cross River, Delta, Ebonyi, Kaduna, Kebbi and Niger States, Nigeria

**Estimated Budget Ceiling:** ₦59,183,938.29 (\$77,816.88)

### 1. Background

Through its facilitative market-based approach, the Extension Activity provided support to 526,106 smallholder farmers in the 2023 farming season to increase their productivity and improve their livelihoods across seven targeted states (Benue, Cross River, Delta, Ebonyi, Kaduna, Kebbi and Niger state) and 5 value chains (Aquaculture, Rice, Maize, Cowpea and Soybean). The support provided includes business development services training, access to finance, business-to-business linkages, extension services and access to market.

### 2. Purpose and Scope of Work.

#### 2.1. Objective:

The purpose of this subcontract is to conduct an annual farmers' survey to determine the outcome of the Extension Activity's initiatives on smallholders' productivity, sales and application of improved technologies in the seven FTF focus states in Nigeria. The goal of this is to help understand the Activity's achievement and identify potential issues. The survey will serve as a benchmark for measuring progress, tracking trends, and making data-driven decisions.

The secondary objectives include:

1. To measure and generate in-depth evidence on the current state in terms of agricultural productivity, sales and application of improved technologies of small holder farmers, profitability of supported firms in the seven target states as well as assess the gender and youth status and conditions with focus on the five value chains of Aquaculture, Maize, Rice, Soybean and Cowpea.
2. To understand the knowledge, attitudes and perceptions towards support received from the Extension Activity and its outcomes on the productivity of farmers and MSMEs in the targeted states and value chains.
3. To identify the key drivers of success and challenges of MSMEs and other stakeholders to achieving the strategic objectives of the Extension Activity in order to improve the implementation with the appropriate tools and information and tell the story of the Activity more effectively.
4. To understand the role of women, men and youth in the value chains as well as identifying the opportunities for participation, and constraints that have hindered their participation and inclusion in the implementation process.

The Activity shall use the concept of a "**market shed**" or "**catchment area**" approach to identify the geographic area that defines the population reached by the MSMEs being strengthened, and then conduct a survey among smallholder farmers who are participating in the Activity, and thus considered as participants. The approach will help to overcome the challenges of underreporting of participants (smallholder farmers) by the partner MSMEs who only keep record of their high performing SHFs. The results will be compared with the

FY22 annual results to help measure progress towards achieving the project outcome indicators (see Table 1 below) and will help understand the project's achievement and identify potential issues.

Table 1: Extension Activity list of Indicators to be measured in the Farmers' Survey

NO	INDICATOR	DISAGGREGATION
1	<b>EG.3-2:</b> Number of individuals participating in USG food security programs	Commodity, location (state)) sex, age of the respondents, farm size
2	<b>EG.3.2-26:</b> Value of annual sales of producers and firms receiving USG assistance	Commodity, location (state) sex, age of the respondents, farm size
3	<b>EG.3-10:</b> Yield of targeted agricultural commodities among program participants	Commodity, location (state) sex, age of the respondents, farm size
4	<b>(EG.3.2-21):</b> Number of firms (excluding farms) or civil society organizations (CSOs) engaged in agricultural and food security-related manufacturing and services that have increased profits or become financially self-sufficient with USG assistance	Commodity, location (state) sex, age of the respondents, size of enterprise
5	<b>EG.3.2-24:</b> Number of individuals in the agriculture system who have applied improved management practices or technologies with USG assistance	Commodity, location(state) sex, age of the respondents, type of technology, farm size
6	<b>EG.3.2-25:</b> Number of hectares under improved management practices or technologies with USG assistance	Commodity, location/ (state), sex, age of the respondents, type of technology, farm size
7	<b>EG.3.2-28:</b> Number of hectares under improved management practices or technologies that promote improved climate risk reduction and/or natural resources management with USG assistance	Commodity, location (state, lga, community), sex, age of the respondents, type of technology, farm size
8	<b>Custom:</b> Percentage of individuals reached with household nutrition-related messaging through USG nutrition-sensitive agricultural interventions that apply nutrition-sensitive practices.	Commodity, location (state), sex, age of the respondents, farm size

## 2.2 Methodology

The Extension Activity typically uses a facilitative approach, where products and services are delivered to producers by assisted private sector firms (MSMEs). Measuring results for producer participants reached through the market-system approach can be particularly challenging. As recommended by the FTF Indicator Handbook, the Extension Activity will use the **“Market Shed” or “Catchment Area” approach method to conduct the survey** of SHFs who are participating in the Activity, and thus would be considered project participants. Therefore, as indicated in the Extension Activity Monitoring, Evaluation and Learning Plan (AMELP) and using the FTF Participant Based Sampling Guide, a Participant – Based survey design will be adopted for the FY 23 annual survey.

The Farmers' annual Survey will be conducted using a mixed method research design consisting of:

- A *quantitative survey* in seven target states in Nigeria, among the smallholder farmers and agribusiness micro, small and medium enterprises' (MSMEs) to measure and report on the



indicators mentioned above in terms of agricultural productivity, profitability of supported firms and smallholder farmers as well as assess the gender and youth status and conditions (challenges, barriers, opportunities, and comparative advantage) in the Nigerian agricultural sector with focus on aquaculture, maize, rice, soybean, and cowpea value chains.

- *A qualitative component:* Focus Group Discussions (FGDs) and Key Informant Interviews (KIIs) to explore smallholder farmers and agribusiness micro, small and medium enterprises' owners', community, and other representatives' perceptions.

### **2.2.1 Quantitative Method**

#### *Sampling Methodology*

Using a household questionnaire developed in collaboration with the Extension Activity MEL Team, the survey will capture data from a representative sample of the target population of smallholders and a census of MSMEs supported by the Activity. Considering the current stage of the Extension Activity, where a comprehensive participant list of producers (SHF) generated by the partner MSMEs may not be available, the Extension Activity annual survey will combine two separate methods to produce an estimate of outcome indicator values. The first method is the Participant Based Sampling (PaBS) to estimate the outcome indicator values. This method will employ a multi-stage sampling using the sample frame provided by the MSMEs (a list of SHFs that directly benefited from the program through participation in the extension activities and services, as provided by the MSMEs.). The first sample will be clustered at the LGA level where a random selection of the required number of LGAs (clusters) will be conducted, and a further random sample to further generate number of participants within each LGA. A separate sample will be drawn for each of the five commodities while permanent random numbers will be used to maximize overlap in LGAs between the five commodities. The survey will capture data from a representative sample at 95% confidence interval and 10% margin of error with a design effect of 2 of the target population of smallholders.

To determine the extent of under-reporting, a second method to be used is the catchment area/market shed/prevalence approach. The second method "catchment area method" will also employ a two-stage cluster sampling. The first stage will consist of the "catchment area" served by Extension Activity-supported firms who are commercializing most impactful practices (MIPs) to SHFs, which includes all wards and LGAs served by MSMEs deploying MIPs to farmers, increasing farmers' access to inputs, technologies, and services needed to improve crop production and harvesting. However, this time, instead of using a list of participants shared by the MSMEs as the sample frame, it will use a list of wards where the program had been implemented to generate a cluster level sample and a second stage selection of participants occurs.

The survey questionnaire will address and collect information on participant outreach, productivity, profitability, sales, adoption of improved technologies and management practices, application of nutrition sensitive practices, gender, and youth roles (challenges and barriers) within the seven targeted states. The subcontractor will be responsible for designing the sample. However, a slight deviation from sample size estimation in line with the Feed the Future sampling guide for PaBSs will be made. In total the Extension Activity team expects the sample size for the quantitative survey to not surpass 9504 respondent's (small holder farmers) from a maximum of 288 Wards in 50 LGAs for the catchment area method and 3447 respondents (small holder farmers and MSMEs) from a maximum of 211

Wards in 63 LGAs for the PaBs method, it is expected that there may be some minimal overlap of Wards across value chains. The sample should be representative of supported MSMEs and farmers presence across value chains, locations, gender and age to mitigate risk against sampling bias on the validity of findings. The interviews will be administered using smartphones/tablets owned by the enumerators and data will be uploaded on an online platform. It is crucial that all data is geocoded. It is expected that an appropriate control mechanism will be included in the software, which will not allow entry of incomplete questionnaires and wrong data format.

### **2.2.2 Qualitative Methods**

For getting more in-depth information, focus-group discussions and key informant interviews will be conducted. The Extension Activity considers the qualitative methods to be highly important for analyzing changes in attitude, behavior and practice, perception, and knowledge of target beneficiaries. It is recommended that a series of focus groups/interviews be developed to gather information to understand the knowledge, attitudes and perceptions towards support received from the Extension Activity and its outcomes on the productivity of farmers and MSMEs in the targeted states and value chains, identify the key drivers of success and challenges of MSMEs and other stakeholders to achieving the strategic objectives of the Extension Activity in order to improve the implementation of the Activity interventions and tell the story of the Activity more effectively, constraints on access to finance, use of the ICT platforms deployed, understanding the role of women, men and youth in the value chains as well as identifying the opportunities for participation, the barriers and constraints that could hinder their participation and inclusion and finally challenges and lessons learned from the Extension Activity implementation. The subcontractor, in close collaboration with the Extension Activity MEL staff will develop focus group discussions' guidelines and key informant interviews protocols. The targets for these methods will include small holder farmers, and value chains actors. In all cases, a gender lens will be applied to each of these topics to better understand the roles and responsibilities of both men and women and how their perceptions differ.

The Extension Activity envisions conducting at least 5 focus groups discussions, with at least two gender /age specific FGDs in each of the targeted states and on value chains to gather information on respondents' attitudes and perceptions. Focus groups can reveal a wealth of detailed information and deep insight. The focus groups discussions will be held with farmer groups, youth, and women. It is also expected that a minimum of 10 key informant interviews will be conducted with MSMEs owners.

### **2.3 Scope of Work:**

The Extension Activity wishes to engage the services of a suitable subcontractor who has expertise in Monitoring and Evaluation, agribusiness development and value chains development, with excellent understanding of the context where the MSMEs and smallholder farmers were supported. The MEL team will meet with the subcontractor to provide adequate knowledge about Winrock ethics, the project background, and objectives as well as the survey instruments. The meeting will offer the opportunity for the subcontractor and the MEL team to review the questions and agree on how best questions can be expressed to eliminate any ambiguity. The tools to be used for data collection will also be reviewed during the meeting.

## 2.4 Tasks:

The subcontractor will perform the following tasks:

- Meet with The Extension Activity MEL team to discuss/ clarify deliverables.
- In collaboration with the Extension Activity MEL team, inform local authorities about the administration of the annual survey.
- Design a research plan that includes the survey protocol and sampling methodology to collect responses from a representative sample of smallholders from the seven target states.
- Collaborate with the Extension Activity MEL team in finalizing the survey instrument.
- Prepare a Field Procedure Plan, to include an approach to quality control for all aspects of work.
- Conduct training of enumerators and field supervisors for the survey. This should include questionnaire piloting and finalization.
- Produce training manuals for Enumerators.
- Community sensitization for the survey.
- Field data collection.
- Submit weekly field progress reports.
- Clean dataset housing survey data.
- Monitor the implementation of the field research phase, perform data cleaning, analysis and results presentation.
- Report writing and meet with the COP and other relevant Extension Activity staff to discuss conclusions and final deliverable. The report should be well-structured, concise, and visually appealing.
- Participate in survey findings workshop/seminar to present key findings and recommendations to the management team in a professional and engaging manner. The subcontractor should be available to address any questions and provide additional insights during the presentation.
- Submit to the Extension Activity all the documents related to the study [training materials for enumerators/others, completed questionnaires (if applicable), final electronic database in Excel and (syntax file if created)]. All collected data that is stored must meet Winrock policy/USG standards. The Winrock Data Classification Policy can be used for guidance. [Code of Conduct | Data Classification Policy \(winrock.org\)](#)

- **Questionnaire Design** - The subcontractor, in collaboration with the Extension Activity MEL team, will design the instruments taking into consideration questionnaire employed in the FY22 annual survey with some minor revisions and conduct pretest and pilot of the questionnaire with at least 50 respondents. Following the pilot, the subcontractor will work with the Extension Activity MEL team to finalize the survey instrument.

- **Data check** - All the questionnaires will be reviewed real time as data are being collected on the field by designated supervisors for compliance with methodology, mistakes, missing questions, etc., and information will be updated and corrected. However, upon the completion of data collection, 10% of all questionnaires will be checked by designated supervisors to ensure compliance.

- **Quality control** - The subcontractor will implement quality control measures to ensure a high level of enumerator performance. A full description of these measures and the results of the quality control must be included in the proposal and final report. The subcontractor

shall ensure that every respondent can be matched to a questionnaire and an enumerator. At a minimum, quality control measures will include verification of the:

- fact that the interview took place.
- proper application of the sampling plan in selecting the respondent.
- approximate duration of the interview.
- proper administration of the various sections of the questionnaire.
- proper data entry based on interviewees response; and
- Enumerator's general adherence to professional standards.

Each data record should include the following identification fields:

- Interview serial number/ Unique ID of respondent
- Date of interview (MM/DD/YYYY format).
- Beginning and ending time of each interview; and
- Enumerator ID number (must be unique in data file).
- GIS coordinates of the location where interview was administered.

N.B. For each verification conducted, a brief verification form should be completed.

- **Data analysis** - All data collected shall be analyzed using advanced Excel or other analytical statistical software package. It is expected that statistical test will be utilized to test the validity (or strength) of our assumptions from our ToC and assist the Extension Activity in learning what factors may be most associated with the indicators of interest. This will help the team in better designing approaches to specifically address related factors.

- **Capturing Open Ended responses** - All responses from open ended questions will be entered verbatim into the data set as it is. During data cleaning, a post code variable of the open-ended variable in the questionnaire will be developed and added to the dataset alongside the open-ended variable.

## 2.5 Staffing

### Survey Team

The survey team should consist of one Team Leader who is a specialist in agribusiness development and value chains development, with excellent understanding of the current dynamics in gender and youth inclusion programs; enumerators; and data collection supervisors. The number of enumerators and supervisors will be finalized based on final sample size determination. The enumerators should have experience in previous similar data collection exercises.

**The Team Leader** will have the overall responsibility for the administration of the survey. His/her responsibilities will include:

- In collaboration with the Extension Activity MEL team, inform local authorities about the administration of the annual survey.
- Take charge of all the logistics related to the work, including hiring of gender balanced enumerators and supervisors.
- Collaborate with the Extension Activity MEL team in finalizing the survey instrument.
- Monitor the implementation of the field research phase.
- Timely share with the Extension Activity MEL team any issues/challenges encountered during the whole process.
- Oversee the data entry process and perform the data analysis.
- A final report that provides information about the:
  - sampling methodology.

- field research approach implemented.
- results of field work completed including response rate (a table specifying targeted and number completing interviews per community), fieldwork logs, data quality checks, etc.).
- challenges faced in carrying out the work and how these were resolved; and
- other findings and or recommendations
- Submit to the Extension Activity all the documents related to the study [training materials for enumerators/others, completed questionnaires (if applicable), final electronic database in Excel and (syntax file if created), and any other supporting documentation].
- Participate in survey findings meetings to present key findings to relevant stakeholders of the Activity.

**The Enumerator Team Supervisors** will be responsible for:

- Ensure that his/her team follows all the survey implementation procedures and completes their allocated interviews within the allocated times.
- Carry out and follow quality control measures, daily, through the entire course of the fieldwork.
- Manage team logistics.
- Review data for accuracy and completeness.
- Conducting call backs on respondents.
- Provision of technical advice regarding the implementation of the sampling plan; and
- Interpretation and coding of difficult field responses.

**Please note: The team supervisors must be based in the FTF states where the survey will be carried out.**

### **2.5.1 Team leader Qualification and Experience.**

The subcontractor's team lead will have the following qualifications and experience:

- Well qualified in sociology/rural development, agriculture, economics statistics, and survey techniques.
- S/he will have at least 10 years' experience in survey fieldwork (data collection, validation, entry, and analysis) and experience in leading teams in field (training, field logistics, human relations, teamwork)
- Experience in survey planning methodologies, participatory evaluation, community-based approaches, developing and evaluating integrated food security and development programs.
- Relevant contextual experience of carrying out related studies in targeted locations and value chains while understanding of local government structure in Nigeria will be an added advantage.
- Excellent communications and interpersonal skills, both written and verbal, including ability to effectively communicate across cultures.
- Experience and ability in the provision of technical support in Agricultural, marketing, and economic growth.
- Strong analytical skills and sociological focus; knowledge, understanding and practical implementation of survey methods and the team leader should have significant experience in working on social assessments and conducting Key Informant Interviews as well as designing qualitative assessments.
- General grasp and understanding of key gender concepts, terminologies in long term development and empowerment programs.
- Good English language skills are essential.

## 2.6 Location

The assignment will be carried out in Kaduna, Benue, Kebbi, Niger, Delta Cross River and Ebonyi states.

## 2.7 Reporting

Technical direction for this activity will come from Winrock.

## 2.8 Branding

All reports will be branded in accordance with the Extension Activity's branding and marking plan; however, the subcontractor is responsible for the ultimate compliance with USAID branding policy of any deliverable ordered under this subcontract. Non-compliant deliverables will be returned to the subcontractor. The approved software will also be branded in line with the Extension Activity's branding and marking plan.

## Report Structure

The structure of the report is largely for the subcontractor to determine. However, the following at least will be included.

- Executive Summary: This will include objectives of the assignment, activities undertaken, outcomes and recommendations. We suggest that the summary will be about two pages, but this will vary considerably depending upon the length and complexity of the input being reported.
- Introduction: Provide background to the input, previous relevant work, summary of objectives in this context, objective of the report, outline of report structure.
- The processes followed and work done: Specifically report on the interface between the Subcontractor and the target groups, including reference to the approach used by the Subcontractor, and any meetings/workshops held.
- Outcomes: A synthesis of the outcomes of the work, for example data collation, data analysis, agreements reached, and how the work has (or has not) advanced local understanding and institutional developments.
- Recommendations and Outstanding Issues:
- Next steps: This could be covered in previous sections, but the report will include suggestions that are consistent with local mentality and capacity as to what will be done next. An outline work plan for a certain period, especially if has been agreed with local stakeholders, might be appropriate here.
- Report against SOW: Please describe what parts of the SOW have been met, and which have not. For those that have not, please explain why (there are often very legitimate reasons, and they will have been discussed with Winrock during project implementation).

Annexes will be numbered in sequence 1, 2, 3....,

## Report Format

The Subcontractor will be expected to produce a report against their terms of reference.

Please follow these presentation guidelines:

- The cover page will be branded as specified in the “Branding of Reports” paragraph above.
- Please use font Garamond 11, single spacing.
- One space between sentences is adequate.
- A single line-space between paragraphs.
- Text will be justified left and right.
- Please number section headings no further down than three levels (e.g. 1, 1.1, 1.1.1.)
- Level one headings in bold Garamond 11 capitals with 0pt spacing before and 0pt spacing after the line, level two Garamond 11 Title case with 0pt spacing before and after, level 3 Garamond 11 Title case 0pt before and after.
- The text in titles will be indented to one inch.

Upon completion you will then “insert” “table of contents”, to produce an accurate table of contents. Please add lists of annexes, tables, figures, and abbreviations used.

### 3. Deliverables

The subcontractor will deliver the following three (3) deliverables to the Extension Activity.

Del. No	Deliverable	Deadline
1	<b>Inception report and training:</b> - The report will include work plans that details timeline of activities, and final research methodology, including field research plan, data collection instruments; questionnaires and guides, pilot research. This deliverable also includes field staff training, agenda & relevant training materials provided to the field staff in soft copy.	Within Two (2) working weeks after signing of subcontract agreement, and orientation by the Extension Activity.
2	<b>Data Set and Draft Annual Survey Report</b> - The draft annual survey report should include amongst others a clean data set (quantitative and qualitative data collected) downloaded in Excel and syntax file, the main findings of the survey and submitted to the Extension Activity for reviewing and provide comments within 10 days after completion of field work.	Four (4) weeks after submission of deliverable 2
3	<b>Final Annual Survey Report:</b> - The final annual survey report will be written with the subject area specialists. The Extension Activity will provide comments to the subcontractor within 7 days of receiving the draft report, and the subcontractor is expected to incorporate comments from Extension Activity, complete the outcome indicators data entry on USAID DIS Excel template and submit the final version of the report by December 13, 2023.  The quantitative results and qualitative information should be integrated into one main report. The analysis should follow the sample design and present a comparison of results by state. In addition, the subcontractor shall also disaggregate the results by other key variables. For example, analysis of data by sex or age may reveal some interesting findings and help inform targeting and adjusting of the project strategies.  <b>The final report will include at a minimum the following elements:</b>	December 13, 2023

<ul style="list-style-type: none"> <li>• Executive Summary - 3 pages maximum</li> <li>• Acknowledgements</li> <li>• List of Acronyms and abbreviations</li> <li>• Table of Contents</li> <li>• Executive Summary</li> <li>• Background/Brief program description, context, and rationale</li> <li>• Purpose and expected use of the survey.</li> <li>• Objectives of the Study</li> <li>• Survey methodology and data collection techniques and limitations of the study.</li> <li>• Main findings (to include values of all indicators listed in the objectives section with their confidence intervals)</li> <li>• Key observations</li> <li>• Conclusions</li> <li>• Lessons Learned and Recommendations</li> </ul> <p><b>Annexes to the final annual survey report</b></p> <ul style="list-style-type: none"> <li>• Terms of Reference for the evaluation</li> <li>• Timetable</li> <li>• List of documents, references and data sets used.</li> <li>• Survey instruments: questionnaire, interview guide (s), etc. as appropriate</li> <li>• Field work documentation</li> <li>• Description of sampling procedures</li> <li>• Data analysis procedures</li> </ul> <p>The entire report excluding executive summary and annexes will not exceed 30 pages.</p>	
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**4. Financial Proposal**

Each offeror should submit a financial proposal/budget using Microsoft Excel spreadsheet. The excel spreadsheet should be accompanied by a budget narrative written in Microsoft Word that explains each cost line item in the budget and the assumption why a cost is being budgeted as well as how the amount is reasonable.

A sample budget is shown below:



Offerors Name:					
Address:					
Email:					
RFP # and Title					
Date:					
Line Item		Units	Number	Unit cost	Total Price (₦)
<b>I. Personnel</b>					
A	Project Manager - Mr A	days	-	0.00	0.00
B	Communication Design Specialist - Mr B	days	-	0.00	0.00
C	M& E - Mr C				
<b>Subtotal, Personnel</b>					<b>0.00</b>
<b>II. Radio Jingles</b>					
A.	jingles in four states	days	-	0.00	0.00
<b>Subtotal, Radio Jingles</b>					<b>0.00</b>
<b>III Training</b>					
A	Rental of chairs in 4 states for 200		-	0.00	0.00
B	Trainin materials		-	0.00	0.00
C					0.00
<b>Subtotal, Training</b>					<b>0.00</b>
<b>IV. Travel, and Transportation</b>					
A	Flight (roundtrip from Lagos-Benue 2 persons)	trips	-	0.00	0.00
C	Accommodation for 2 project team members in Benue	days	-	0.00	0.00
D	Per diem for 2 team members in Benue	days	-	0.00	0.00
<b>Subtotal, Travel, and Transportation</b>					<b>0.00</b>
<b>Grand Total</b>					<b>0.00</b>

Financial proposals and budget narrative should be submitted in a separate email from the technical proposal and shall be clearly labeled as “ANNEX B: FINANCIAL PROPOSAL”.

All Financial Proposals should be denoted in Nigerian Naira only.

## 5. Performance Evaluation

The Extension Activity will conduct a performance evaluation upon the successful completion of the subcontract under the following categories.

- a) **Category 1: Quality and timeliness of work** – Subcontractor provides personnel who are technically qualified and who foster a positive work environment and contribute to team effort to accomplish tasks. Delegated tasks are completed in a timely manner. Reports contain actionable recommendations which can/will be successfully implemented by the client organization. Reports are clear, concise, accurate, well structured, easily comprehended and submitted on time.

- b) **Category 2: Responsiveness to the Extension Activity requests** – *Maintains open, direct, and responsive communications channels with the Extension Activity. Responses are rapid, helpful, accurate and without undue delays.*
- c) **Category 3: Quality of financial management and Subcontract Administration** – *Demonstrates cost control in meeting the requirements in the subcontract. Complies with Federal acquisition regulation in terms of allowability, allocability and reasonableness of cost. Conducts contractually required tasks, such as personnel management, submittal of approval requests, and invoice submission, in a timely, compliant, and accurate manner.*
- d) Notable Strengths of Performance
- e) Notable Weaknesses of Performance
- f) Problem Solving Skills
- g) Would you recommend this subcontractor?

#### 6.0 Proposed Payment Schedule:

The payments for each deliverable will be made upon satisfactory completion and approval by Winrock.

Deliverables payment schedule is detailed below:

- ❖ **Deliverable 1** - 40% of the subcontract value
- ❖ **Deliverable 2** - 35% of the subcontract value
- ❖ **Deliverable 3** - 25% of the subcontract value

## Terms and Conditions

Each Bid must conform to the following requirements.

1. Must agree to the general provisions outlined in Attachment A. Any variations must be requested in the bid submission and agreed to before a subcontract is issued.
2. The successful offeror must have a valid registration in SAM.gov and a valid UEI number prior to issuance of a subcontract.
3. No minimum order requirements may be made by an Offeror.
4. Winrock International will not consider advance payment.
5. An Offeror 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.
6. Bids received after the time specified in the request for bid will not be

- considered and shall be returned to the respondent.
7. Subcontractor's Final Payment by Winrock will not be made until inspection and acceptance of services has been completed by Winrock program team.
  8. If Subcontractor ceases to conduct its operations in the ordinary course of business or is unable to meet its obligations, Winrock may cancel this procurement without liability except for services previously provided or for services received.
  9. The Offeror must be able to demonstrate substantial experience in working on similar projects and, in particular, to demonstrate past experience in working with organizations similar to Winrock.
  10. The Offeror 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

Proposals will be evaluated according to the degree that the proposal satisfies the criteria set forth in this RFP.: The proposals will be evaluated per the criteria below. Each proposal must address each criterion.

### 1. Technical Approach & Methodology — 40 points

The applicant will provide a detailed description of their approach to tasks as listed in the Scope of Work. This should include:

- a. The technical steps, in chronological order, that you will take to implement the work. Make sure to describe any innovative approaches or technology you plan to use and why you have chosen these.
- b. Methodologies that indicate a greater practical understanding of implementing the work, and more innovative yet realistic ways of carrying out the work will be scored more favorably than those that do not consider these factors.
- c. Brief description of your organization, including legal status

### 2. Sample tools and Materials — 30 points

Provide samples of the tools or materials (i.e., sample questionnaire, training modules etc.) you will use and distribute to participants, keeping in mind that many may have only a low-level of literacy. Note that only illustrative sample tools for this activity or sample materials used on similar projects implemented in the past will be accepted for this criterion. Quality Assurance –

Examples of quality assurance include data verification and data quality assurance measures and checks to ensure a high level of data collection performance.

**3. Past Performance — 20 points**

A Description of similar projects you implemented in the past and lessons you learned that will be incorporated into the activity described in this RFP and related to the SOW.

**4. Personnel — 10 points**

A two-page abridged CV of the personnel described in section 2.5 above should be submitted.

### Certification of Independent Price Determination

(a) The offeror certifies that—

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

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

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

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

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

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

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

(a)(3) above.

(c) Offeror understands and agrees that –

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

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

## Attachment A: WINROCK GENERAL TERMS AND CONDITIONS

These are the general terms and conditions and are applicable unless otherwise indicated in the Schedule of the subcontract. The terms and conditions indicated in the Schedule of the subcontract shall at all times supersede any terms and conditions in this attachment.

1. **TERMS.** The term “subagreement, subcontract, and grant” are used interchangeably throughout this subcontract and shall have the same meaning. The term “subrecipient, subcontractor, and grantee” are also used interchangeably and shall have the same meaning.
2. **TAXES**
  - A. For purposes of this Subcontract, “taxes” means all taxes, duties or other official exactions of whatever nature, whether in force on the Start Date or after-imposed, and whether levied in the United States, the Cooperating Country, or elsewhere, arising out of or relating to payments made to or received by Subcontractor pursuant to the Subcontract, to personnel (regardless of nationality, type of agreement, or length of service) assigned by Subcontractor to work on the Program, or that are otherwise associated with the making or performance of the Subcontract, the legal incidence of which falls on Subcontractor, its activities, its personnel, or any other person or entity for which Subcontractor is responsible.
  - B. Subcontractor is solely liable for payment of all taxes as defined above, which, however, will be eligible for reimbursement under the Subcontract if they are (1) included in the budget, (2) comply with the Applicable Cost Principles and any other pertinent provision(s) of the Subcontract, and (3) are not subject to available exemptions, reductions, remissions, and/or rebates.
3. **CURRENCY.** All ceilings, funding limitations, and all invoices, payments, claims, liabilities, and other accounts, documents, and communications of whatever nature arising under or relating to this Subcontract and the circumstances surrounding its making and performance are and shall be denominated exclusively in in the currency indicated on the cover page, without exposure of Winrock to fluctuations in the relative value of other currencies, unless otherwise specifically agreed in writing by the Parties. Agreement by Winrock to pay any cost or amount in any other currency shall not be deemed to be a waiver or deviation from the principle contained in the foregoing sentence.

**4. PROGRAM IMPLEMENTATION.** The Subcontractor acknowledges its critical role in Program success as well as the fact that, with its Funder's emphasis on past performance, the quality of the Subcontractor's performance may have a direct effect on Winrock's performance evaluations and ability to obtain future assistance awards. Accordingly, subject to the provisions of the Subcontract the Subcontractor:

- A.** Commits to devote all necessary personnel, labor, facilities, supplies, equipment, materials and other resources and inputs to the successful realization of the purposes and results set forth in the Subcontract; and
- B.** Agrees to take all necessary and practicable steps to ensure the satisfaction of Funder, the Cooperating Country, and all other Program participants and stakeholders.

**5. SUBCONTRACTOR MONITORING**

- A.** Pursuant to U.S. government requirements, Winrock, as Prime awardee, will perform the following regarding the Subcontractor:
  - B.** Identify the applicable Prime Award. The number of the Prime Award is stated on the Cover Page.
  - C.** Advise of Funder requirements. All current Funder requirements are incorporated or otherwise reflected in the Subcontract.
  - D.** Monitor compliance, funds use, and performance. Winrock will perform appropriate and reasonable monitoring of Program activities using standard, widely recognized monitoring techniques such as site visits.
  - E.** Winrock and/or its Funder may at any time, or from time to time, require that evaluations or other assessments be conducted regarding the Program. Such evaluations or assessments may be conducted by Winrock, or one or more third parties. The Subcontractor shall cooperate fully with all such evaluations and provide such assistance and input as the evaluator may reasonably request.

**6. INDEPENDENT RELATIONSHIP**

- A.** Notwithstanding normal award and administration processes and the provision of guidance by Winrock program staff, the relationship between the Parties in implementing the Program shall be that of an arm's length independent relationship rather than a servant or agent. The Parties do not intend to create any kind of joint venture, partnership, or other formal business relationship or association of any kind whatsoever. Nothing herein shall be construed to provide for the sharing of profits and losses arising out of or relating to the efforts of either or both Parties, except as may be specifically provided herein. Subcontractor shall have no authority, whether express or implied, to purport to contract for or bind Winrock in any manner or to any extent and shall make clear to all third parties with which it deals that it has no such authority.
- B.** Subcontractor personnel, shall, at all times, be under the Subcontractor's sole supervision, direction and control, and shall not be deemed to be Winrock personnel for any purpose. The Subcontractor is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with the Subcontract and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. The

Subcontractor shall indemnify and hold Winrock harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from Subcontractor's failure to comply with the provisions of this article.

- 7. COMMUNICATIONS WITH FUNDER OR COOPERATING COUNTRY OFFICIALS.** Winrock favors wide and free dissemination of information resulting from its awards; however, Winrock must appropriately manage communications with its funders. Balancing these objectives, Winrock requires the Subcontractor to ensure that, except as otherwise approved by Winrock, all communications (whether oral, written, or electronic) by the Subcontractor, its personnel, contractors, suppliers, and lower-tier Subcontractors concerning or affecting performance of any aspect of the Subcontract, the Program, the Prime Award, and the Program, shall be made solely to Winrock and not directly its Funder or Cooperating Country officials.
- 8. 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.
- 9. INSURANCE**

  - A.** The Subcontractor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health insurance, 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. The eligibility for reimbursement of the costs of various types of insurance in connection with the Program will be determined pursuant to the Applicable Cost Principles. The Subcontractor must hold a valid work permit and ensure that it operates in compliance with applicable laws.
  - B.** The Subcontractor warrants that it shall obtain and maintain adequate insurances against all risks in respect of any property and any equipment used for the execution of this Subcontract.
  - C.** The Subcontractor shall be solely liable for the loss or theft of, or damage to, any and all items purchased with Subcontract funds (including items in the possession of its lower-tier Subcontractors), and, immediately upon any such loss, theft or damage, shall replace such items at its own expense. In addition, the Subcontractor shall be solely liable for the loss or theft of any Subcontract funds held in cash by the Subcontract or any of its agents or lower-tier Subcontractors and shall have no recourse to Winrock or its Funder for any such loss or theft.
- 10. GENERAL INDEMNITY.** Both Parties shall hold harmless and indemnify each other and their respective directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of a Party, its director, officers, agents or employees.
- 11. HUMAN SUBJECTS RESTRICTION.** Should the Subcontract include any activities involving Human Subjects, as defined by the Common Rule (45 CFR part 46), the Subcontractor shall comply with the federal policy for the protection of human subjects (45 CFR part 46). If an

Institutional Review Board (IRB) is needed, the Subcontractor shall implement research activities only after receiving approval or exempt status from an IRB registered with the US Government. The IRB determination letter should be submitted to the Winrock Contact Representative. If the Winrock Contact Representative submitted to the IRB, Subcontractors will receive a copy of the determination letter prior to implementation. If the Subcontractor wishes to make changes to the approved protocol, modification requests must be submitted to and approved by the IRB prior to implementing changes. The Subcontractor's efforts may be reviewed from time to time by Winrock or third-party agent as needed. The Subcontractor agrees to report any protocol deviations or serious adverse events in a timely manner to the Winrock Contact Representative.

**12. ETHICS AND INTEGRITY.** The Subcontractor agrees, in executing this Subcontract and in performing its obligations in connection therewith, to ensure that it, its officers, directors, employees, agents, lower-tier subcontractors, contractors and suppliers do the following:

- A.** To scrupulously avoid any actions in violation of (or that might reasonably be considered by any person as possibly being or appearing to be in violation of) any laws, regulations, rules or Funder policies relating to ethics and integrity.
- B.** That it has not engaged, and will not engage, in any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer or employee of Winrock) or fraudulent practice (including, without limitation, misrepresentation of facts in order to influence a procurement practice or the execution or administration of the Subcontract or the Prime Award, to the actual or potential detriment of Winrock or its Funder).
- C.** Establish conflict of interest safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each 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 must be informed of any conflict of interest or appearance of conflict of interest by the Subcontractor. If organizational or management systems cannot be structured to neutralize such conflict, Winrock may choose to terminate the relationship with the Subcontractor.
- D.** Subcontractor shall comply with all laws and regulations in the jurisdictions where it is performing under this Subcontract. Subcontractor 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. For work performed outside of the United States, Subcontractor 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.
- E.** The Subcontractor should be aware of [Winrock's Code of Conduct](#), compliance with all laws, and the importance of reporting any known or suspected Code violations or illegal behavior so that Winrock can investigate and act on any findings. Reporting requirements include (but are not limited to) fraud, waste, abuse, conflicts of interest, workplace or sexual harassment, and discrimination. Reports can be made to Winrock representatives (such as the Chief of Party or Project Director), Winrock's Chief Risk and Compliance Officer, or on line to [www.winrock.ethicspoint.com](http://www.winrock.ethicspoint.com).



**13. TITLE TO TANGIBLE PERSONAL PROPERTY.** Unless otherwise indicated in the Schedule of the Subcontract, title to property financed under this Subcontract shall be held by Winrock or if Winrock so directs by another entity, unless otherwise indicated in the schedule of this Subcontract. The Subcontractor shall care and account for all property financed under the Subcontract and shall ensure that such property shall be used solely to further program objectives. Upon project completion, the Subcontractor shall submit the program asset list, request prior approval on final disposition of property, and subsequently dispose of property as instructed by Winrock in writing. Should the Subcontractor be approved to retain property purchased under the Subcontract, the property shall be used to further program objectives.

**14. INTANGIBLE PROPERTY.** Except as otherwise indicated in the schedule of the subcontract:

- A.** Intangible property (including all types of intellectual property) created or developed for, or for which ownership was purchased, under the Subcontract, shall be titled to Winrock, unless otherwise indicated in the Schedule of this Subcontract or except as otherwise approved by Winrock on a case-by-case basis. Winrock Funder reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the intangible property for Federal purposes, and to authorize others to do so.
- B.** Ownership of all intellectual property of whatever nature (including without limitation brands, trademarks, service marks, franchise rights, copyrights, rights in data, and other rights) by Winrock before the Start Date, or created or developed subsequent to such Date, shall be and remain Winrock's exclusive property at all times. The Subcontractor shall receive rights in such intellectual property, if at all, only through separate written licensing agreements.
- C.** If, pursuant to this article the Subcontractor is approved by Winrock to copyright a copyrightable work, Winrock reserves the following rights: a world-wide, royalty-free, nonexclusive, irrevocable right in perpetuity to reproduce, publish, or otherwise use the work in the interests of Winrock's programs.
- D.** If any patentable inventions arise as a result of this Subcontract, the Parties agree to follow standard Funder rules, guidelines, and procedures.

**15. CONFIDENTIALITY.** Both Parties acknowledge that any information obtained in performing this Subcontract regarding the operation of a Party or its products, services, policies, systems, programs, procedures, donor relations or any other aspect of its business, is confidential and proprietary. Both Parties will hold such information confidential and will not [i] use such information for any purpose other than performance of this Subcontract or [ii] disclose such information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

**16. STOP WORK ORDER**

- A.** Winrock International may at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of 90 days after the order is delivered to the Subcontractor, 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 Subcontractor 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 Subcontractor, or within any extension of that period to which the parties shall have agreed, Winrock International shall either:

- 1) Cancel the stop-work order; or
  - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this Subcontract.
- B.** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if:
- 1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and,
  - 2) The Subcontractor 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, Winrock International may receive and act upon the claim submitted at any time before final payment under this Subcontract.
- C.** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience, Winrock International shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- D.** If a stop-work order is not canceled and the work covered by the order is terminated for default, Winrock International shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**17. SUSPENSION, TERMINATION AND ENFORCEMENT.** Unless otherwise indicated in the Schedule of the Subcontract. This Subcontract may be terminated for any of the following reasons:

- A. *Mutual.*** By mutual consent of the Parties upon their written agreement.
- B. *Default.*** Either party may terminate this Subcontract immediately if the other party for any reason whatsoever, fails, refuses, or is unable to perform the work or violates the terms and conditions of this Subcontract. Either party may choose to issue a cure notice prior to such termination.
- C. *For Convenience.*** Winrock may terminate this Subcontract if the funding source for this Subcontract is terminated. Further, Winrock may terminate this Subcontract in whole or in part, at any time, and for any reason, by providing ten (10) days written notice of the effective date of the termination to the Subcontractor. The Subcontractor shall be responsible for satisfying all its obligations relative to the performance under this Subcontract through the effective date of termination. Winrock shall only be responsible for expenses incurred after the effective date of termination as described in Paragraph E below.
- D. *Remedies for Noncompliance.*** If a Subcontractor materially fails to comply with the terms and conditions of this Subcontract, whether stated in a Federal statute, regulation, assurance, application, or notice of Subcontract, Winrock may impose any of the following actions, as appropriate in the circumstances:
  - 1) Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor or more severe enforcement action by Winrock;
  - 2) Disallow all or part of the cost of the activity or action not in compliance;

- 3) Wholly or partly suspend or terminate the current Subcontract;
- 4) Take other remedies that may be legally available.

- E. *Effects of Suspension and Termination.*** Costs of obligations incurred during a suspension or after termination of the Subcontract are not allowable unless Winrock expressly authorizes them in the notice of suspension or termination or subsequently. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and the costs would be allowable if the Subcontract were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- F.** If Winrock materially fails to comply with the terms and conditions of this Subcontract, the Subcontractor may terminate this Subcontract pursuant to Paragraph B.

- 18. FORCE MAJEURE.** Any delay or failure of either party of required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, prohibition or restriction by any government, major equipment breakdowns or other causes beyond the reasonable control of the party.

If a party asserts Force Majeure as an excuse for failure to perform their obligations, then the party must:

- A.** Notify the other party in writing, of the likelihood or actual occurrence of an event described in this clause;
- B.** Prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- C.** Fulfill all non-excused obligations.
- D.** Upon review of the notice, the other party shall determine whether the term of the Subcontract shall be extended for a reasonable time period to complete activities interrupted by the delays.

## **19. PUBLIC NOTICES AND COMMUNICATIONS**

- A.** Any public notices or communications by the Subcontractor to the public, and in particular to the mass media or any public forum whatsoever (including press, radio, television, cinema, internet, etc.) relating to this Subcontract shall be subject to prior authorization in writing by Winrock. If Winrock authorizes the Subcontractor to supply the public with information, the Subcontractor shall ensure that such information is provided accurately.
- A.** The Subcontractor shall not use the names or logos of Winrock or its funders without the advance written consent of Winrock. The Subcontractor shall not refer to its relationship with Winrock or to the Subcontract without Winrock's prior written approval.

- 20. AMENDMENTS.** Winrock and the Subcontractor agree that any changes to this Subcontract shall be accomplished through written modification to this Subcontract executed by both parties.

**21. FUNDER REQUIREMENTS.** In order to comply with Winrock's award with its Funder, Winrock may be required to make changes to Funder requirements in the Subcontract. Winrock shall notify the Subcontractor via an amendment should any modifications be required. Promptly on receipt of Winrock's amendment, the Subcontractor shall take all necessary and practicable steps to comply with these requirement(s).

**22. COMPLIANCE WITH LAW**

- A.** In performing its obligations and exercising its rights under the Subcontract, the Subcontractor shall fully comply with all applicable laws (including without limitation all statutes, decrees, ordinances, administrative orders, rules, regulations, and other mandatory directives, policies, and instructions with binding legal effect), whether in the United States, the Cooperating Country, or elsewhere. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Subcontract, Subcontractor agrees to waive any rights to invoke the jurisdiction of the local national courts where this Subcontract is performed.
- B.** The Subcontractor shall be solely liable to pay all costs of such compliance. In addition, the Subcontractor shall be solely responsible to obtain in a timely and effective manner all licenses, permits, and other approvals (including, without limitation, approvals pursuant to the export control, foreign assets control, sanctions, anti-terrorism, and other similar or related rules in the United States), if any, necessary for Subcontractor's successful implementation of Subcontract activities.
- C.** Compliance costs are eligible for reimbursement under the Subcontract if they are (1) included in the Subcontract budget, and (2) comply with the Applicable Cost Principles as well as any other pertinent Subcontract provision(s). However, the Subcontractor is solely responsible, without reimbursement under the Subcontract, for all costs, risks, damages, and other liability incurred by it as a result of its failure to comply with the applicable law.
- D.** The Subcontractor shall indemnify and hold harmless Winrock for and from all costs, risks, delays, losses, damages and other liability incurred by Winrock due to Subcontractor's noncompliance with such laws or failure to secure such licenses, permits, and other approvals.

**23. HEADINGS AND TERMS**

- A.** The headings in this Subcontract are inserted solely to facilitate convenient reference, and are not intended, nor shall they be deemed, to define, limit, or describe the scope of the Subcontract or the meaning of any provision herein.
- B.** In this Subcontract, unless the context clearly requires a different result, singular and plural words, and any words with an implication of gender, are interchangeable.

**24. EXECUTIVE ORDER 13224.** The Subcontractor is reminded that U.S Executive Orders and U.S Law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and Laws. This provision must be included in all second-tier Subcontracts issued under this Subcontract.

**25. ANTI-TRAFFICKING IN PERSONS DIRECTIVE.** The Subcontractor acknowledges that, Winrock 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 Subcontract 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.

- 26. EQUAL EMPLOYMENT OPPORTUNITY.** All contracts or lower-tier subawards to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Subcontract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.
- 27. DEBARMENT AND SUSPENSION.** In accepting this Subcontract, the Subcontractor 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 Subcontractor during the life to this Subcontract must be reported immediately to Winrock. The Subcontractor agrees to incorporate the Debarment and Suspension certification into any lower-tier subaward that they may enter into as part of this Subcontract.
- 28. MANDATORY DISCLOSURE.** The Subcontractor must disclose, in a timely manner, in writing to Winrock all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Subcontract. Failure to make required disclosures can result in any of the remedies described as may be required by the funder including suspension or debarment.
- 29. SEVERABILITY.** If any provision of this Subcontract is deemed by any court of competent jurisdiction to be void, voidable, invalid or unenforceable for any reason, the remainder of the provisions shall not be affected and shall remain valid and enforceable.
- 30. WAIVER.** Failure by Winrock to insist upon strict compliance with any provision of this Subcontract shall not be deemed to be a waiver or relinquishment of, or otherwise to affect or modify, any of Winrock's rights or Subcontractor's duties hereunder, nor shall any waiver or relinquishment of any such right or duty in one case be construed as a waiver or relinquishment in another case.
- 31. ORDER OF PRECEDENCE.** In the event of a conflict or inconsistency between provisions of this Subcontract, the conflict or inconsistency will be resolved by giving precedence in the following order:
- Subcontract General Conditions
  - Funder Terms and Conditions or Standard Provision
  - Subcontract Budget
  - Subcontract Program Description
- 32. ENTIRE AGREEMENT.** This Subcontract is the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic, involving the Parties. The terms of this Subcontract, together with such other documents as may be incorporated by reference and/or attachment, and with such additional terms as are approved in writing by Winrock and the Subcontractor in any modification of this Subcontract, constitute the entire contract between Winrock and the Subcontractor.