

Request for Proposal

For Professional Services

CFO-2026-00001

Issued: January 27, 2026

Financial Planning and Analysis System

325 W Capitol Ave, Suite 350
Little Rock, AR 72201



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Confidentiality Statement

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Introduction

Winrock International is a global nonprofit organization implementing a diverse portfolio of agricultural, environmental, and social development programs across the United States and more than 20 countries. Our mission is to empower disadvantaged populations, expand economic opportunity, and promote the sustainable use of natural resources.

Winrock International is soliciting proposals (“Proposal”) from qualified vendors for the acquisition and implementation of a comprehensive Financial Planning and Analysis (FP&A) software solution (“Solution”). The selected Solution will support the organization’s budgeting, forecasting, reporting, and analytical needs at both project and organizational levels.

The objective of this procurement is to replace Winrock’s current budget and forecast processes—which require manual aggregation, delayed updates, and limited reporting—with a modern, efficient, cloud-based platform. The Solution must integrate seamlessly with Winrock’s existing ERP system (Deltek Costpoint) to provide real-time access to financial, project, personnel, and organizational data. The selected vendor will also be responsible for implementation services, configuration, training, documentation, and post-deployment support.

The new Solution is expected to improve data integrity, streamline workflows, reduce manual processes, enhance scenario planning capabilities, and provide robust reporting and analytics tools. It will serve a diverse global user base, including project teams, financial analysts, operational managers, and organizational leadership. The Solution must be scalable, secure, user-friendly, and capable of supporting Winrock’s long-term strategic and operational planning needs. The solution must support seamless integration with Winrock’s Active Directory (via Single Sign-On) and Microsoft 365 applications, including Microsoft Teams, Excel, and other relevant tools as needed.

Business Overview & Background

Winrock International is a global nonprofit organization dedicated to providing sustainable solutions that improve lives and protect the environment. With operations in the United States and more than 20 countries, Winrock applies deep expertise across agriculture, economic development, social science, and environmental management to create scalable, evidence-based development outcomes.

Winrock's diverse project portfolio includes initiatives that strengthen livelihoods, promote climate-smart agricultural practices, expand economic opportunity, enhance natural resource management, and support inclusive community development. The organization's model emphasizes rigorous technical excellence, strong local partnerships, and innovative, data-driven approaches.

To support its mission, Winrock requires modern, efficient systems that enable robust financial planning, budgeting, forecasting, project performance analysis, and organizational reporting. The current processes rely on manual data aggregation, limited automation, and systems that no longer meet the scale or complexity of Winrock's portfolio. As the organization continues to grow geographically and programmatically, a modern FP&A Solution is essential for improving operational efficiency, ensuring data integrity, and enabling timely, accurate decision-making.

Current State

Winrock International maintains two primary U.S.-based offices: Little Rock, Arkansas (Headquarters) and Arlington, Virginia. In addition, the organization operates regional hub teams supporting global programs and maintains project offices worldwide, with a significant portion of staff working remotely.

Similarly, the project office landscape follows a comparable model: while each project typically has one main office, the majority of project staff -particularly those supporting U.S.-based projects - work remotely.

Winrock currently conducts budgeting and forecasting via a manual, excel-based process. Annual budgets and forecasts for projects are derived from multi-year implementation budgets managed by each project team and organized by Winrock's General Ledger account for consolidation to an organization-wide budget. Performance is tracked against the annual budget as well as project implementation budgets.

Infrastructure

Winrock operates in a predominantly cloud-based environment (Microsoft) with the following characteristics:

- Identity & Access: Hybrid identity environment - user accounts originate from on-prem Active Directory and are synchronized to Microsoft Entra ID with MFA and Conditional Access
- Productivity Platform: Microsoft 365 (E3/E5 mix)

- Cloud Platform: Microsoft Azure as primary hosting environment
- Compute Resources: Azure-hosted virtual machines supporting business and application workloads
- Endpoint Devices: Windows 11 enterprise-managed laptops (Azure-joined)
- Endpoint Management: Microsoft Intune
- Security Stack: Microsoft Defender, SentinelOne, and third-party MXDR integration (Red Canary)

Database

Winrock maintains structured financial and operational data across multiple platforms, including:

- Microsoft SQL Server (Enterprise, Standard, and Express editions) supporting various business applications
- A centralized Data Warehouse hosted on Microsoft Azure and managed by the Winrock ICT Team that integrates with:
 - ERP (Costpoint) for financial and project accounting data
 - HRIS (Dayforce) for human resources and payroll data
 - Enterprise reporting and analytics are supported through Power BI

Submission Details

Submission Deadlines

Proposals must be received no later than 5:00 PM Central Standard Time on Friday, February 20, 2026. 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

The delivery address to be used for all submissions is:

Thomas LeMense

Sr. Director, Financial Planning and Analysis

Winrock International 325 W Capitol Ave [Little Rock, AR 72201](#)

Email: procurement@winrock.org

Submission Questions and Clarifications

Inquiries/questions must be received no later than Friday, February 06, 2026, (CST) and must be submitted via e-mail to procurement@winrock.org. Winrock will review and respond to all potential offers by Wednesday, February 11.

Winrock will evaluate complete vendor 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/Quote will be accepted as long as they meet the following criteria:

Sent via email to: procurement@winrock.org.

Instructions to Bidders

- Validity of bid: 60 days starting from the submission date.
- Delivery time: Vendors should specify estimated delivery and implementation timelines. Delivery and implementation speed will be considered as part of the evaluation.
- Cost quoted must include unit price and total price in USD
- Payment terms, invoice submission dates, and complete banking information
- Any applicable warranty & service Information
- Winrock reserves right to make changes or cancel this solicitation.

Bid Documents to Include

To ensure a complete and compliant submission, all Proposals must include the following documents and supporting materials:

- Technical Proposal – maximum of 10 pages addressing the scope of work included below. The technical proposal must include the following:
 - Executive Summary
 - Overview of the proposed solution.
 - Summary of the vendor's understanding of Winrock's FP&A needs.
 - Proposed Solution Description
 - Description of software platform and architecture.
 - Alignment of system capabilities to requirements in the detailed specification section below.
 - Overview of security, compliance, and data governance capabilities.
 - Implementation Methodology & Work Plan
 - Detailed approach to discovery, design, configuration, testing, training, and go-live.
 - Delivery methodology (Agile, waterfall, hybrid, etc.).
 - Draft project plan including phases, milestones, staffing, and assumptions.
 - Staffing Plan & Key Personnel
 - Roles and responsibilities of implementation team members.
 - Bios for key personnel, including project manager and technical leads.
 - Identification of subcontractors (if any).

- Integration Approach
 - Proposed method and technologies for integrating with Costpoint, HRIS, CRM, and other key systems.
 - Data migration approach, tooling, and validation process.
- Change Management & Training Plan
 - End-user training strategy, materials to be provided, and training schedule.
 - Change management framework, communication plan, and adoption support.
- Company Information and Qualifications
 - Legal Business Name and Authorized Contact including address, phone number, and email.
 - Summary of corporate profile, years in business, and ownership.
 - Description of experience implementing FP&A systems for nonprofits, global NGOs, or organizations with complex grant/contract portfolios.
 - Evidence of experience in Costpoint integrations (if applicable).
 - The name and email address of three (3) references in a similar line of business to Winrock.
- Cost Proposal – vendors must provide a complete and transparent cost proposal including:
 - Implementation costs (including training)
 - License costs – assume Winrock will have 40 total licenses inclusive of project managers, executives, and finance staff.
 - Ongoing service/support costs (if any)
 - Any optional/add-on services (if any)
- Completed Technical Requirements template
- Completed Vendor Security and Compliance Assessment
- Completed Section 889 Letter

Document Standards

- Technical Proposal may be submitted in MS Word or PDF format
- Financial Proposal must be submitted in MS Excel format
- All other attachments may be submitted in MS Word or PDF format

Award

Winrock anticipates to notify the successful bidder the week of March 2, 2026, and will negotiate specific terms and conditions and start date at that point.

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

Detailed Specifications

1. Project Overview

Winrock International seeks to implement a Financial Planning & Analysis (FP&A) system to replace its current manual and excel-based process. The solution will provide standardized and automated budgeting, forecasting, reporting, workforce planning, and scenario analysis workflows to support organizational decision-making and financial governance. The implementation partner will deliver software configuration, integration, testing, training, and change management required for successful deployment.

2. Objectives

The FP&A system implementation aims to:

- Improve accuracy, transparency, and efficiency of annual budgeting and quarterly forecasting.
- Reduce manual effort and duplicated data entry across FP&A and program teams.
- Enable near real-time visibility into financial performance across units, projects, and funding sources.
- Establish a scalable platform aligned with future organizational growth.
- Increase automation in core FP&A processes to mitigate staffing constraints identified in FP&A analyses

3. Software Requirements

a. Core Functional Requirements

The solution must include:

Budgeting & Forecasting

- Multi-scenario annual budget development
- Rolling forecast capability (monthly or quarterly)
- Ability to build driver-based models (headcount, revenue, cost pools, indirect rates).
- Workflow automation for submissions, approvals, and version control.

Project-Level Revenue Calculation

- Support configurable project revenue calculation by award and contract type, including cost-reimbursable, fixed-price, and hybrid awards, with funder-specific rules, ceilings, exclusions, and multiple indirect rate structures.
- Enable calculation of fully burdened labor rates, incorporating salary, fringe, and applicable indirect rates, with flexibility by role, project, funding source, and scenario (budget, forecast).

- Provide automated project-level profitability analysis by comparing modeled revenue against fully burdened actual and forecasted costs, including support for billable vs. non-billable labor and utilization where applicable.
- Allow roll-up of project financial performance to program, portfolio, donor, and organizational levels, enabling consistent portfolio-wide analysis of revenue, cost drivers, and surplus/deficit trends.

Financial Modeling & Analytics

- Customizable dashboards for organizational, departmental, and project views.
- Variance analysis (actual vs. budget vs. forecast) using integrated data feeds.
- Ability to model multi-year projections and strategic plan scenarios.

Operational & Workforce Planning

- Headcount planning aligned to positions, salary bands, and benefits.
- Capability to model hiring plans, vacancies, staff allocations, and funding distribution.
- Ability to differentiate between billable (funded) labor vs. non-billable labor by category and calculate billable staff utilization.

Reporting

- Standard and ad hoc reporting with user-defined dimensions.
- Support for funder- and donor-specific reporting categories.
- Export capabilities (Excel, PDF, dashboard embedding).

b. Integration Requirements

The system must support automated, scheduled integrations with:

- ERP/Accounting System (Deltek Costpoint) – GL actuals, project actuals, indirect rate data.
- HRIS (Ceridian Dayforce) – employee roster, compensation, organizational structure.
- CRM/Opportunity System (Salesforce Non-Profit Cloud – Under Development) – pipeline and revenue forecasts.
- Data Warehouse / Reporting Layer

c. Data & Security Requirements

The solution must include the following:

- Role-based access control down to department, project, and account levels.
- Audit trails for changes to budgets, forecasts, and master data.
- Compliance with Winrock data governance and retention policies.
- Secure authentication (SSO / MFA) aligned with Microsoft environment.

4. Implementation Requirements

a. Project Management

The vendor will provide a dedicated project manager and implementation team. Project methodology must include:

- Project plan with phases, schedule, milestones, and dependencies.
- Weekly status reporting and risk log.
- Requirements gathering and documentation.

b. Design & Configuration

The vendor shall:

- Conduct discovery workshops with the Winrock team.
- Produce a solution design document including data models, workflows, and metadata.
- Configure modules for (aligned to the solution design):
 - Budgeting/forecasting
 - Reporting/analytics
 - Workforce planning
 - Allocations & indirect rate modeling
- Implement driver-based models tied to FP&A requirements.

c. Testing

Vendor responsibilities include:

- Writing and executing test scripts for unit, integration, and UAT testing.
- Supporting Winrock's project team in coordinated end-to-end testing.
- Documenting defects and corrections.

d. Training & Change Management

The vendor will:

- Deliver role-based training to FP&A, finance, program teams, and executives.
- Provide user guides, video walkthroughs, and reference materials.
- Conduct train-the trainer sessions for internal ownership
- Support initial cycles of budgeting/forecasting
- e. Go-Live & Support

The vendor will:

- Assist with cutover and data validation.
- Provide hypercare for 4–8 weeks post go-live.

- Deliver system documentation and configuration catalog.
- Offer long-term support options and SLAs.

5. Deliverables

The vendor will be responsible for the following deliverables:

Deliverable	Description
Project Plan	Detailed implementation plan with timeline and milestones.
Requirements Specification	Functional & technical requirements finalized with stakeholders.
Solution Design Document	Architecture, data model, process flows, security model.
Configured Solution Environment	All modules configured, integrated, and tested.
Training Materials	User guides, reference sheets, videos.
Testing Documentation	Test scripts, results, sign-offs.
Go-Live Plan & Cutover Checklist	Final migration and launch plan.
Post-Go-Live Support Plan	Support structure, SLA, escalation process.

6. Roles & Responsibilities

Vendor

- Lead design, configuration, testing, training, and deployment.
- Provide project management and technical resources.
- Supply documentation and support.

Winrock

- Provide project sponsor.
- Supply SMEs from FP&A, HR, accounting, and IT.
- Lead internal communication and change management.
- Validate deliverables and manage internal dependencies.

7. Timeline

Vendor must provide a phased timeline including (example):

- Phase 1: Discovery & Design
- Phase 2: Build & Configuration
- Phase 3: Integration & Testing
- Phase 4: UAT & Training
- Phase 5: Go-Live
- Phase 6: Hypercare Support

(Exact durations will be negotiated following discovery.)

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 purchase order is issued.
2. No minimum order requirements may be made by a bidder
3. Winrock International will not consider advance payment. Payment will be on Net-30 Payment terms.
4. A Bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.
5. Bids received after the time specified in the request for bid will not be considered and shall be returned to the respondent.
6. Final Payment by Winrock will not be made until submission of proper invoice following inspection and acceptance of the system by Winrock.
7. Winrock reserves its rights to reject any goods and to cancel all or any part of this procurement if bidder fails to deliver all or any part of the goods/services described in the request for bid/proposal. If bidder ceases to conduct its operations in the ordinary course of business or are unable to meet its obligations, Winrock may cancel this order without liability except for deliveries previously made or for goods covered/services previously provided or for services received.
8. 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.
9. Winrock reserves the right to verify Contractor's work by all necessary means.
10. Winrock reserves the right to request changes, if necessary, to meet the needs of the project.

Evaluation Criteria

Proposals will be evaluated using a balanced, weighted scoring methodology. Winrock International reserves the right to adjust weights at its discretion; however, vendors should respond comprehensively to each criterion to ensure full consideration.

1. Technical Quality – 35%

Evaluates the Vendor's understanding of Winrock's FP&A needs and the suitability of the proposed EPM solution.

Criteria include:

- Alignment of proposed functionalities with requirements outlined in Sections 3 and 4
- Quality and depth of solution design approach

- Ability to support complex funding structures, multi-year budgets, indirect rate modeling, workforce planning, and multi-scenario forecasting
- Security, compliance, and data governance capabilities
- Scalability and long-term viability of the platform

2. Implementation Approach & Methodology – 20%

Assesses the practicality, clarity, and maturity of the Vendor's implementation strategy.

Criteria include:

- Strength of discovery, configuration, integration, and testing methodology
- Thoroughness of change management and training plans
- Risk identification, mitigation strategies, and project governance
- Fit with Winrock's cross-functional workflows (FP&A, accounting, HR, program teams, IT)

3. Proposed Project Timeline & Schedule Feasibility – 10%

This dedicated timeline criterion evaluates whether the Vendor's proposed schedule is realistic, achievable, and compatible with Winrock's planning and reporting cycles.

Criteria include:

- Clarity and completeness of timeline (milestones, dependencies, phases)
- Feasibility of proposed durations for discovery, build, testing, and go-live
- Ability to support key FP&A deadlines (budget cycles, forecasting cycles)
- Vendor demonstration of capacity to maintain schedule and resource continuity
- Identification of timeline risks and mitigation strategies

4. Cost Proposal & Value – 20%

Assesses pricing, transparency, competitiveness, and long-term value.

Criteria include:

- Clarity and completeness of pricing breakdown (one-time, recurring, optional)
- Reasonableness of cost relative to proposed scope and comparable market values
- Total cost of ownership (including licensing, upgrades, support, and integrations)
- Pricing flexibility, modularity, and scalability

5. Vendor Qualifications & Experience – 10%

Evaluates the Vendor's organizational expertise and track record delivering similar EPM implementations.

Criteria include:

- Experience with nonprofit or global-development organizations
- Experience with Costpoint, Salesforce, Dayforce, or similar system integrations
- Certifications and specialized EPM implementation credentials
- Client references demonstrating successful outcomes
- Stability and reputation of the firm

6. Key Personnel – 5%

Evaluates the proposed project team.

Criteria include:

- Relevant experience of project manager, solution architect, and technical leads
- Staff continuity and availability
- Quality of resumes, bios, and past project performance

Certification of Independent Price Determination

(a) The offeror certifies that—

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

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

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

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

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

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

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

(a)(3) above.

(c) Offeror understands and agrees that –

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

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

Attachment A: General Provisions

1. Independent Organization. Vendor shall be an independent organization and shall not claim to be an agent, officer, or employee of Winrock International and shall not have authority to make any commitments on behalf of Winrock International, except to the extent that such authority shall be expressly conferred by Winrock International in writing.
2. Winrock complies with all the laws wherever we work as well as our funders' requirements. We also have requirements for how we conduct ourselves in the workplace, set forth our Code of Conduct.
3. Insurance. Vendor shall maintain comprehensive general liability and automobile liability insurance coverage to cover itself for all activities undertaken under this Purchase Order. Vendor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws. Vendor must hold a valid work permit and ensure that it operates in compliance with applicable laws.
4. Publicity. No advertising or publicity having or containing any reference to Winrock International, or in which the name of Winrock International is mentioned, shall be used by Vendor without the written approval of Winrock International. Vendor shall not use Winrock International's logo or title block on any correspondence or written matter without the written approval of Winrock International.
5. Communication with the Funding Agency. All contact, communication and dealings with the Funding Agency and its agent and representatives by Vendor and any of its personnel, consultants, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.
6. Terms of Payment Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at invoices@winrock.org according to the stated invoice due dates and delivery dates. Invoice submissions shall be submitted according to the payment terms herewith. Advance payments shall not be made. Payments will be made net thirty (30) days from the latest day of a. Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents, b. Winrock's acceptance of the completion of work/acceptance of the goods/services, and c. Winrock's receipt of payment from its funder. Drafts will not be honored. In addition, any invoice received after the specified due dates or project closeout deadlines may be deemed null and void, and Winrock International shall have no obligation to make payment.
7. Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements, and

regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.

8. Assignment Prohibited. Vendor may not assign or Subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.

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

10. Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.

11. Stop Work Order. Winrock International may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for under this Purchase Order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, Winrock International will follow the guidelines as described below:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Purchase Order; and

(4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this Purchase Order.

12. Debarment and Suspension. In accepting this Agreement, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Vendor during the life to this Purchase Order must be reported immediately to Winrock. The Vendor agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.

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

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

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

14. Applicable Law. This Purchase Order shall be enforced in accordance with the body of law applicable to procurement of goods and services by the Federal Government. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Purchase Order, Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.

15. Drug Trafficking. Winrock reserves the right to terminate this Purchase Order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

16. Disputes. Any disputes arising out of this Purchase Order or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction

thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.

17. Liens. Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to Winrock free and clear of all liens, claims, and encumbrances.

18. Access to Accounting Records. Vendor agrees that Winrock International, the Funding Agency, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to the services provided hereunder, for the purpose of making audits, examinations, excerpts and transcriptions upon prior written request and during normal business hours.

19. Confidential Information. The Vendor may become privy to confidential information either provided by to the Vendor by Winrock International or discovered by the Vendor without the knowledge of Winrock International. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this agreement. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Winrock International and return to Winrock International all original and copies of such information upon completion of this Purchase Order or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial, or confirmation of any part of the subject matter of this Purchase Order shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion or the parties may mutually agree upon termination of this Purchase Order for such period of time as in writing. In the absence of a written established period, no disclosure is authorized.

20. Intellectual Property. Unless otherwise provided for in the Primary Contract, if Vendor first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property subject to patent or copyright exclusively in connection with Vendor's performance pursuant to the Purchase Order (the "Intellectual Property"), it shall report that finding to Winrock International. Vendor shall also assist Winrock International in obtaining governmental

protection for rights in the intellectual property. Winrock International shall retain ownership of all patents and copyrights for intellectual properties created as the result of this Vendor Agreement, either in part or in whole. In the case of copyrighted materials created as a result of this Vendor Agreement, Winrock International shall grant to Vendor a nonexclusive, royalty-free right to use, publish, reproduce, or distribute those materials for educational purposes.

21. **Work Product Presumptive Property.** All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to Winrock shall be considered a work made for hire, or otherwise Winrock property. During this Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.

22. **Affirmative Action.** Unless this Purchase Order is exempted by rules, regulations or orders of the Secretary of Labor, Vendor agrees to comply with the provisions of paragraph 91) through (7) of Part 202 of Executive Order 11246, as amended; the affirmative action for handicapped workers clause set forth in 41 CFR 60-741.5; and the affirmative action for disabled veterans and veterans of the Vietnam era clause set forth in 41 CFR 60-250.4, which are by reference incorporated herein.

23. **Force Majeure.** Vendor's failure to perform the terms and conditions of this Purchase Order, in whole or in part, shall not be deemed to be a breach or a default hereunder or give rights to any liability to Winrock International if such failure is attributable to any act of God, riot, public enemy, fire, explosion, flood, drought, war, sabotage, an action by governmental authorities or any other condition beyond the reasonable control.

24. **Rights in Data.** The Vendor understands and agrees that Winrock may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the Purchase Order and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be

contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this agreement.

25. United States Executive Order 13224 – Anti Terrorism. The Vendor is reminded that U.S. Executive Orders and U.S. Law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws. This provision must be included in all lower-tier awards. A list of individuals and organizational names that are the subject of this Executive Order can be found at the web site of the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury. The address of this web site is <http://treasury.gov/ofac>.

26. Computer Software Licenses. Vendor agrees to specifically identify to Winrock International any and all computer software licenses ("including shrink-wrap") as may convey to the Winrock International. The Vendor agrees that any and all computer software developed in the performance of this order using Winrock International monies shall, unless otherwise agreed, become and remain the property of Winrock International.

27. Anti-trafficking in Persons Directive. Vendor acknowledges that WI International is opposed to human trafficking, prostitution, and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Purchase Order may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

28. Conflict of Interest. Vendor must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock International may choose to terminate the relationship with the Vendor.

29. No Improper Payments: Vendor agrees and represents that, in connection with its performance hereunder, it has not and will not make any payments or gifts or any offers or promises of payment or gifts of any kind, directly or indirectly, to any official of any government, government agent, government instrumentality or to any political candidate. This Purchase Order will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this agreement.

30. Compliance with the US Foreign Corrupt Practices Act: Vendor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Vendor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws, and regulations and will

not undertake any actions that may violate these laws and regulations. Vendor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions, and purposes, and will not undertake any actions that may violate the FCPA.

31. Insurance & Work on Winrock's or Winrock's Client Premises. When Vendor performs work on Winrock's premises during the performance of this order, the Vendor agrees to maintain General Liability Insurance in the amount of at least \$500,000 per claim/occurrence unless otherwise noted in the Purchase Order Terms & Conditions and such other insurance as may be required in writing by the Winrock Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on Winrock's facilities and agrees to be liable for all damages & claims arising against Winrock for which the Vendor is responsible.

32. Severability. If any provision or any portion of a provision of this Purchase Order shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or portion were deleted.

33. Laws and regulations within the General Provisions apply to all Purchase Orders. Special provisions that apply to a specific Purchase Order activity can be found in the Terms and Conditions section of this agreement. It is the responsibility of the vendor to read and accept the terms and conditions included in the Purchase Order.

34. Liquidated Damages. If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, Winrock may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) unless noted in the Purchase Order Terms & Conditions of the Purchase Order value for each day of delay. If Winrock terminates this Purchase Order in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.

35. U.S. Export Control Laws. Vendor shall at all times comply fully with all United States export control laws and regulations as they apply to any goods, software, or information, or the direct product of such information, provided under this Agreement. Vendor shall not at any time sell, deliver, or divert any goods other than in strict compliance with all applicable U.S. export control laws and regulations.

36. Waiver. A waiver of a breach of any provision of this Purchase Order shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of Winrock to enforce at any time or from time to time any provision of

this Purchase Order shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.

37. **Clauses Incorporated By Reference.** Work performed under this Purchase Order is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This Purchase Order incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the "Government" shall be interpreted to mean "Winrock International" and "Vendor" to mean "Vendor."

38. **Entire Purchase Order.** The Purchase Order document and all attachments incorporated therein represents and constitutes the entire Purchase Order between parties and shall not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a written instrument signed by each party may amend this Purchase Order.