

Request for Proposal (RFP) – Baseline & Grievance Mechanism Assessment

RFP-10051-26-01

Issued: June 16, 2026

Strengthen Labor Enforcement and Compliance to Unlock Resilient and Ethical nickel supply chains (SECURE)

Indonesia

The SECURE Project is a five 4.5-year program implemented by Winrock International and funded by the U.S. Department of Labor, Bureau of International Labor Affairs.

Winrock International seeks proposals from qualified firms with experience conducting baseline and grievance mechanism assessment on forced labor in critical mineral supply chain activities. Qualified firms are those that have been involved in similar projects in the past, particularly within the last five (5) years.

Interested parties may send their proposals as outlined here within.



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RFP No.	RFP-10051-26-01
Issue Date	June 16, 2026
Title	Baseline and Grievance Mechanism Assessment
Issuing Office & Email Address for Submission of Proposals	Strengthening Labor Enforcement and Compliance to Unlock Resilient and Ethical Nickel Supply Chains (SECURE), Winrock International. Email: securebids@winrock.org With a copy to: Vincent Limputra, MEL Specialist - vincent.limputra@winrock.org
Deadline for Questions/ Proposals Submission ¹	Questions Due Date: June 26, 2026 Notification of responses to bidders' questions: June 30, 2026 Proposal Due Date: July 3, 2026
Point of Contact	Vincent Limputra, MEL Specialist – vincent.limputra@winrock.org
Anticipated Award Type	Firm Fixed Price Subcontract

¹ Submission should not include any zipped files. Winrock will review submitted proposals after the closing date and may request additional documentation after the proposal deadline.

Introduction

SECURE, a 4.5-year initiative to strengthen labor governance in critical mineral supply chains in Central Sulawesi, Southeast Sulawesi, and North Maluku provinces of Indonesia. SECURE will work with nickel stakeholders and link local actions to national reforms and engage with global investors, industry associations, and civil society to support improved practices.

Winrock International (WI) is seeking a local or international firm with a presence or local partner in Indonesia to conduct a baseline and grievance mechanism assessment to establish the baseline and inform targets for project monitoring and evaluation (M&E) efforts.

Scope of Work

1. Project Background

SECURE aims to have a systemic and lasting improvement in labor protections and transparency in Indonesia's critical mineral sector, enabling more reliable supply chains and fairer global competitive environment. With support from governmental, nongovernmental, and business stakeholders, the project's strategy integrates two mutually focus areas: (1) Policy and Legal reform in line with global standards and (2) Enhanced labor monitoring and grievance systems. To address these focus areas, SECURE will carry out activities that contribute to the following intermediate results:

- 1.1 Government capacity to address gaps in labor policies related to mining and processing are strengthened.
- 1.2 Private sector actors' capacity to synchronize and adopt international standards for labor protection are strengthened.
- 2.1 Labor monitoring and enforcement mechanisms strengthened.
- 2.2 Worker-centric grievance and remediation mechanisms operationalized.

SECURE's theory of change is: **if** state and supply chain actors bring their mining, labor, procurement, and trade rules into alignment with international standards, **and if** systems are strengthened to identify and respond to labor risks in critical mineral supply chains, and public and private sector actors are equipped to provide effective remediation, **then** the risks of labor violations in critical minerals chains will be more effectively detected, prevented, and mitigated. This will **result in** secure, transparent, and reliable supply chains that enable an ethical supply of critical minerals from Indonesia.

2. Objective

SECURE’s Monitoring, Evaluation, and Learning (MEL) team is conducting a baseline and grievance mechanism assessment with the following objectives:

- Establish baseline values of the indicators to track progress through the life of the project, to compare against the same values to be collected in midterm and final evaluation.
- Identify status of policy implementation, government capacity, multistakeholder coordination including private sector, and grievance mechanism as a foundation for activities.
- Assess the effectiveness of existing grievance mechanisms for workers (domestic migrants, international migrants, and local residents) with international good practices and UN Guiding Principles on business and human rights (UNGPs) Criteria on Effective Grievance Mechanisms.
- Provide actionable recommendations for project implementation including opportunities to strengthen grievance mechanisms.
- Identify anticipated challenges that may occur during project implementation.
- Verify and/or acquire secondary data for nickel labor workforce, labor grievance statistics, immigration statistics by SECURE’s work provinces.

3. Key Research Questions

The Organization for Economic Co-operation and Development (OECD) Evaluation Criteria provides a framework for determining merits or worth. SECURE’s EQs align with five of the criteria.

Table 1: Key Research Questions by Evaluation Criteria

OECD Evaluation Criteria	Key Research Questions
Relevance	(1) To what extent are the objectives and design of SECURE project aligned with the needs and priorities of stakeholders in the targeted mineral supply chain? (2) What formal and informal grievance mechanism currently exists for workers, including domestic migrants, international migrants, and non-migrants? To what extent are these mechanisms accessible, trusted, and responsive?
Coherence	(1) To what extent does the project complement or overlap with other ongoing initiatives by government, donors, private sector, and civil society? (2) To what extent do existing grievance mechanisms align with UNGPs?
Effectiveness & Impact	(1) What is the current situation regarding forced labor experienced by workers across the selected mineral supply chain? (2) What capacities exist among stakeholders (government, private sector, labor inspector/mediator, CSOs, etc.) to prevent and respond to labor exploitation? (3) What is the current condition of grievance mechanisms in selected districts? (4) How do existing grievance mechanisms operate in practice, including the intake/case reporting, processing, investigation, remediation, and resolution processes? What are types of grievances most reported, trends in outcomes and resolution rates, and barriers affect the effectiveness of grievance handling?
Efficiency	(1) What institutional, financial, and operational capacities currently exist that SECURE can utilize for efficient intervention implementation? (2) What recommendation can be made for strengthening current grievance mechanisms model?
Sustainability	To what extent are systems, institutions, and stakeholder capacities likely to sustain improvements in labor conditions?

4. Methodology

Methodology: Baseline will employ mixed methods to collect the required information to achieve its objectives. The following data collection modes including but not limited to:

- **Desk Review** will be conducted to review current research, statistics, policies and other information that are publicly available
- **Key informant interviews** of stakeholders—such as government officials including labor and mineral oversight officials, private sector including associations, partner organizations, CSOs, workers, etc.—will be utilized to help review and refine program baseline, targets and to identify possible challenges during implementation.
- **In-depth interviews and/or focus group discussions** with workers will be conducted to generate deeper insight into relation worker-private sector relationships, labor monitoring and enforcement practices, and effectiveness of grievance mechanisms. The findings will inform program baseline and targets, while also identifying risks and challenges that may occur during implementation.
- **Secondary data** will be collected to validate baseline indicators values that are not required or available through primary data collection.

Primary data shall be collected from the study participants using Do-No-Harm principles and trauma informed approach. Appropriate review (including Institutional Review Board reviews) should be conducted prior to study commencement. Collected data shall include demographic and district information as well as other information required for the indicators. A list of SECURE's relevant performance indicators and their disaggregates is available in Annex 3. This list includes, at minimum, the defining variables and details required for the baseline assessment.

5. Sample and Setting

The vendor should prepare a sampling plan that includes a description and justification of the sampling technique and the proposed respondent selection process. In detail, the sampling plan document should include all of the following elements:

For elements of the study that require purposive sampling, if any:

- The vendor should clearly articulate a sampling strategy for all components of the study. This sampling strategy should be clearly tied to and appropriate for the research methods proposed.
- Explanation of the sampling strategy and the approach to collect data for all stakeholders at national level as well as district level in Morowali, Kolaka, Konawe, and North Maluku (for example but limited to workers, government official, private sector, associations, labor inspector/mediator, workers and CSO).

The vendor shall collaborate with the SECURE staff to develop appropriate data collection tools and methodology for conducting the baseline study. The vendor will then be expected to take the primary lead in providing local expertise in the design phase, enumeration, and data collection during implementation in target locations, data analysis and interpretation, reporting and drawing conclusions.

The SECURE's Monitoring, Evaluation and Learning Specialist will oversee the baseline study in coordination with experts of Winrock's Home Office, Project Director, and other team members.

Final methodology, timeframe, instruments, analysis, and report will be finalized in collaboration with the SECURE team.

6. Roles and Responsibilities

The offeror is responsible for some or all the following activities:

- Review project documents (other project data, baseline and mid-term data, monitoring data, etc.).
- Develop a **detailed research plan and inception report** including research study design, sampling protocols, data collection tools, data analysis plans, quality assurance plan including timeline for the execution (a Gantt chart with work breakdown structure), and a final report structure outline.
- Translate into Bahasa Indonesia and **test and adjust all survey questionnaires and tools**.
- Conduct **desk review including secondary data collection** for relevant questions.
- Hire a field team (supervisors and data collectors with similar research expertise).
- Prepare a field manual for training, then **train data collectors**.
- Arrange all fieldwork logistics.
- Oversee and **conduct data collection** and any required data entry or transcription, using appropriate quality control measures and supervision
- Consolidate **data into a database**, exportable to MS Excel. Ensure anonymity of data, human subject research concerns (Do No Harm - dignity, right, safety, and privacy concerns), and confidentiality.
- **Present initial findings and recommendations** to SECURE's MEL team and senior management team, and subsequently to DONOR AGENCY for feedback if necessary.
- Prepare a **draft & revised report** that incorporates the feedback provided by SECURE team and DONOR AGENCY.
- Submit a **final report** (in Word and PPT format – incorporated visualization and infographics) in English to Winrock. WINROCK requires the report on grievance mechanism to be a standalone section of the report or a separate report.
- Submit **information and raw data** to SECURE team. Data and information deliverables include any knowledge, information, data (structured and unstructured), or analyses collected/ developed under this assignment.
- Submit to SECURE team all the documents related to the study (filled questionnaires, electronic versions of the collected data, transcripts, coded qualitative (interview/focus group) data, training manual, fieldwork logs, etc.).
- Hold weekly progress status calls with SECURE team.
- Prepare a **2-3-page stand-alone brief** describing the study design, key findings and other relevant considerations in discussion with SECURE team that will serve as quick information to inform any interested stakeholders of the result and should be written in language easy to understand by non-evaluators and with appropriate graphics and tables.

The SECURE's MEL team is responsible for all of the following activities:

- Provide access to the research materials cited above (Monitoring and Evaluation Plan, PMP, other projects' baseline and mid-term surveys, reports and protocols, project monitoring database, etc.)
- Ensure that the contractor receives timely feedback on study design, all data collection tools, translation, sampling strategy and other methodological components.

- Inform partners and stakeholders and connect the offeror to them.
- Provide a complete list of:
 - Standard and customized Indicators (SI & CI indicators)
 - Implementing partners and government partners

The SECURE's MEL team is supported by a designated member of Winrock International's Program Implementation and Data Analytics (PIDA) team. The PIDA point of contact is responsible for all the following activities:

- Provide existing resources and research materials in addition to those listed above, as necessary.
- Review of deliverables.

General Instructions to Offerors

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

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

Submission Details

1. Proposal Submission Deadlines

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

2. Questions Submission Deadline

Inquiries/questions must be received no later than the date and time indicated on page three of this RFP and must be submitted via e-mail to:

securebids@winrock.org

With a copy to:

Vincent Limputra, MEL Specialist - vincent.limputra@winrock.org

3. Proposal Structure & Required Documentation

Offerors must submit 2 sets of proposals, including a technical proposal and cost proposal in separate files, with all sections of the proposal labeled clearly. Each proposal should be typed in

12-point Arial font. Submissions must be in English and typed single-spaced. All pages must be numbered and include the RFP reference number and name of organization on each page. The proposal submission should include each of the following sections in the specific order listed below in order to be considered:

Technical Proposal

The technical proposal (maximum of 14 pages, not counting annexes) shall include:

- **Section 1: Organization Information (1 page):** The applicant shall list legal business name, authorized contact including address, phone number and email; proof of business registration. Briefly describe the history, vision/objectives of the organization, legal/registration status, and organizational structure. This section should also state the organization's legal status in Indonesia, if applicable.
- **Section 2: Analysis and Proposed Approaches/Methodologies (maximum of 5 pages):** Describe the underlying assumptions, conditions, and constraints that will inform the applicant's approach and guiding principles to evaluation. Describe the proposed approaches and methodologies for addressing the Research Questions. Describe the proposed sampling methods for data collection. This section should include information on how both quantitative and qualitative data will be analyzed, including the software to be used and the analytical approach taken; explaining the perceived risks related to the assignment and proposed actions to mitigate them. This should also outline any ethical considerations including issues of consent/assent and plans for protecting human subjects.
- **Section 3: Work Plan (maximum of 2 pages)** The applicant shall propose an activity-based work plan that is consistent with the timeline, technical approach, and methodology described in the Scope of Work. Table 6, available in the Award section of this RFP, highlights some important activities which SECURE expects will be completed under this assignment and which the offeror is encouraged to be expanded upon. The work plan should be presented as a Gantt chart. Table 2 provides an example, and the offeror can modify activities and phases according to their process.

Table 2: Illustrative activity work plan

Activity Milestones	Week 1	Week 2	Week 3	Week 4	Week 5	(Etc.)
Phase I - Engagement						
Inception Meeting						
Inception Report						
Work Plan Development						
<i>(Etc. as proposed by applicant)</i>						
Phase II – Research and Data Collection						
Work Plan approval						
Preparations and training						
Field work (surveys)						
Field work (discussions, interviews)						
Data analysis						
Drafting of report						
Demobilization						
<i>(Etc. as proposed by applicant)</i>						
Phase III – Analysis and Reporting						
Writing Draft Evaluation Report						
Submit Draft Evaluation Report						
Virtual Event/Workshop						
<i>(Etc. as proposed by applicant)</i>						

- Section 4: Technical Experience and Past Performance References (maximum of 2 pages):** The applicant shall provide a summary of the organization’s technical capacity and experience conducting research of similar complexity. The applicant should include details of contracts, grants, or cooperative agreements involving similar or related assignments within the last five years. Reference information must include the location, a brief description of the scale and scope of work performed, total compensation value, and a current contact phone number of a responsible and knowledgeable representative of the organization. Winrock reserves the right to contact these projects as an organizational reference as part of the selection process. Please include 3 references.
- Section 5: Personnel and Team Composition (maximum of 2 pages):** The applicant shall list and briefly describe the names, qualifications, and functions of the proposed evaluation team. This must include at least two key personnel – a Team Leader and Senior Expert/Analyst. The Team Leader must meet the qualifications and experience described in Annex 1: Team Composition. The skills and qualifications for other key personnel are subject

to the applicant’s discretion. Curriculum Vitae (CVs) of all three key personnel (not to exceed 5 pages for each) must be included as an annex.

- **Section 6: Proposed Level of Effort (maximum of 2 pages):** The offeror shall propose the total number of person-days required at that skill level to fulfill each of the baseline activities. (For example, if 10 enumerators will work for 10 days on data collection, then 10 people x 10 days = 100 person-days). The offeror should use their work plan as a guide; see Table 3 for an example.

Table 3: Illustrative schedule of Level of Effort

Activity Milestones	Team Leader	Experts	Analyst(s)	Field Staff
Phase I – Engagement				
Inception Meeting	## person-days	## person-days	## person-days	## person-days
Inception Report				
Work Plan Development				
<i>(Etc. as proposed by applicant)</i>				
Phase II – Research and Data Collection				
Work Plan approval				
Preparations and training				
Field work (surveys)				
Field work (discussions, interviews)				
Data analysis				
Drafting of report				
Demobilization				
<i>(Etc. as proposed by applicant)</i>				

Activity Milestones	Team Leader	Experts	Analyst(s)	Field Staff
Phase III – Analysis and Reporting				
Writing Draft Evaluation Report				
Submit Draft Evaluation Report				
Virtual Event/Workshop				
<i>(Etc. as proposed by applicant)</i>				
TOTAL DAYS:				

- **Annex 1: Registration.** A photocopy of the organization’s registration certificate and latest audited financial statement.
- **Annex 2: Key Personnel.** CVs of all three key personnel (not to exceed 5 pages per person). Up to three other CVs may be included for reference.
- **Annex 3: Sample Technical Output.** Two or more examples of a report or deliverable submitted to a client that relates to monitoring, evaluation, or economic analysis. Sample

deliverables should be authored by key personnel named on this proposal.

Financial Proposal

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

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

In the financial proposal, offeror will include a table with the fixed price for the anticipated deliverables under this RFP (see Table 5 for percentages).

Evaluation Criteria

Proposals must clearly demonstrate alignment with the scope of work with an adequate level of detail.

A Proposal Evaluation Committee designated by Winrock, will review the technical and financial proposals, score, and rank them according to the technical (Table 4) and financial (Table 5) evaluation criteria shown in the tables. The proposals will be scored according to the points shown for each criterion. The technical proposal will carry an 80% weight (Technical Pass Mark is 50%), and the financial proposal will carry a 20% weight. As a part of the evaluation process, the bidder may be interviewed/asked for a presentation on the submitted proposal by the Proposal Evaluation Committee.

1. Technical Proposal

The technical evaluation criteria and allocated points are summarized in Table 4.

Table 4: Technical evaluation criteria

No.	Technical Criteria	Points
1	Team Composition (composed of 1a, 1b, 1c, 1d)	20
1a	Demonstrated experience in designing and conducting research of similar scope in mineral or related sectors with highly vulnerable population or in high risk environments.	5
1b	Knowledge and experience with USG (DONOR AGENCY preferred) performance monitoring systems, conducting assessments preferably for the value chains.	3
1c	Team Leader and Other Team Members' demonstrated successful experience in similar assignments, as described in this scope of work.	10

1d	Verified references	2
2	Technical quality related to Design/ Approaches/ Methodologies, Data Collection, Data Analysis and Findings (composed of 2a, 2b, 2c, 2d)	50
2a	Appropriateness, clarity, and thoroughness of proposed approaches/methodologies related to study design, sampling, data collection protocols, etc.	25
2b	Demonstrated experience managing multiple datasets (using existing data and gathering new data)	5
2c	Experience with qualitative data collection and analysis as well as extracting key findings, conclusions and recommendations, and reporting.	10
2d	Demonstrated understanding the formal/informal and state/non-state grievance mechanism	10
3	Planning and Management	10
3a	Proposed work plan activities, level of effort and timeframe.	10
	Total technical points (1 + 2 + 3)	80

2. Financial Proposal

The financial proposal shall include a narrative and calculation of total compensation based on the level-of-effort described and the daily rates proposed for the various positions. All other direct costs (e.g., travel, logistics, materials, etc.) will be negotiated with the applicant after selection based on the level of effort (LOE) and daily rate criteria. The financial evaluation criteria and allocated points are detailed in Table 5.

Table 5: Financial evaluation criteria

No.	Financial Evaluation Criteria for Selection	Points
1	Sufficiency, reasonableness, and accuracy of detailed expenditures including per unit cost, with budget per unit cost budget clearly defined in USD and IDR.	12
2	Budget explanation and justification of costs.	8
	Total financial points (1 + 2)	20

Award

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

Cost will primarily be evaluated for realism and reasonableness. Winrock may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

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

1. Anticipated Deliverables, Payment, and Completion Date

Deliverables under this assignment are internal to the offeror, Winrock, and U.S. DOL unless otherwise instructed by Winrock. Deliverables will be in English and free of grammatical errors and typos, and narrative deliverables will be typed in 12 point Arial font. Deliverables will be submitted electronically to the assignment point of contact, to be determined upon award. Table 6 details some important activities which SECURE expects will be completed under this assignment and includes deliverables, their due dates, and payment schedule.

Upon signing a contract, the deliverables will be submitted to Winrock. Payment will be made within 30 calendar days upon acceptance and approval of each deliverable and invoice by Winrock.

Please note that:

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

Table 6: Illustrative schedule of activities and deliverables

Activities	Date	Deliverable	Amount (% of Total)
1. RFP issued.	June 19, 2026		
2. Questions due.	June 26, 2026		
3. Responses to questions issued.	June 30, 2026		
4. Proposal due.	July 3, 2026		
5. Award and contract signed.	July 24, 2026	• Fully executed contract	
6. Inception meeting with SECURE team and Winrock representatives to answer questions, clarify logistical and administrative procedures for the assignment, and address other business.	July 28, 2026		
7. SECURE provides project-related documents for desk review , including the DONOR AGENCY MEL Policy, Project-Level Results Framework, Project MEL Plan, Research Plan Outline, Performance Monitoring Plan, PIRS and other relevant project-level studies/assessments.	July 29, 2026		
8. Submit Inception Report including a summary of the agenda and conclusions of the inception meeting and an updated work plan.	Aug 7, 2026		
9. Submit Draft Research Plan including (1) Introduction section with Project Context, Project Description, Results Framework, and Purpose of Research, (2) Methodology section with Research Questions, Research Design, Sample and setting, Data Collection methods, questionnaires and instruments, (3) Data Analysis Plan, (4) Management Plan with training and data collection logistics plan, training plan for enumerators.	Aug 7, 2026		
10. Receives feedback on Draft Research Plan from Winrock.	Aug 12, 2026		
11. Submit Final Research Plan .	Aug 14, 2026	• Approved Final Research Plan and Inception Report	40%
12. Conduct enumerator training consisting of at least one day of classroom-based review of content and skills and at least one day of pilot testing questionnaires, materials, etc. for all positions with a data collection or facilitation role (survey enumerators, interviewers, discussion facilitators, etc.). Offeror should propose sufficient length of training to complete the assignment. Training content should cover: SECURE background and purpose of survey/interview/discussion; questionnaire content; confidentiality and Do No Harm considerations (in-line with Winrock and DONOR AGENCY policies); use of mobile data collection applications; and interviewing skills. Offeror should do revision of the questionnaire and workplan based on pilot insight if needed.	Aug 21, 2026		

Activities	Date	Deliverable	Amount (% of Total)
13. Field work for the focus group discussions (FGDs) and key informant interviews (KIs).	22 Aug – 13 Sep 2026		
14. Provide weekly updates on FGD and KI field work to the SECURE team.	Ongoing throughout FGD and KI field work		
15. Analyze the data to answer the key research questions. Organize, manage, and consolidate FGD and KI information electronically. Ensure security and confidentiality of data, Do No Harm (dignity, rights, safety and privacy) in information management and transmission activities. All information and data, including transcripts or coded files, collected during field work should be delivered to the SECURE team in well documented, easily accessible, comprehensive, and clear means appropriate for the type of information presented. It should be easy for a person not familiar with the assignment to understand what and how the work was done.	14 Sep – 25 Sep 2026	<ul style="list-style-type: none"> • Data analyzed and summarized • FGD and KI raw data 	30%
16. Submit Draft Research Report following the outline in Annex 2: Report Outline. Report will be professionally formatted, free of personally identifiable information (PII), and free of proprietary information.	30 Sep 2026		
17. Present results in Virtual Event to SECURE team and representatives from DONOR AGENCY and Winrock. Offeror will present key findings, conclusions, and lessons learned from the research. Input from participants can be used to revise Draft Research Report.	5 Oct 2026		
18. Offeror receives multiple round of feedback on Draft Report from SECURE team and Winrock.	8 Oct 2026		
19. Revise draft and submit Final Research Report, Presentation, and Infographic sheet . The Final Report will be submitted to DONOR AGENCY for publication in accordance with the DONOR AGENCY Monitoring and Evaluation Policy. Winrock will sign and return the DONOR AGENCY public evaluation disclosure statement with the final version of the Report. Copies will be distributed via email to partners and key stakeholders. Hard copies will be published and delivered to DONOR AGENCY’s designees upon request.	15 Oct 2026	<ul style="list-style-type: none"> • Approved Final Research Report 	30%

Confidentiality Statement

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

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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.

Annex 1: Team Composition

The team shall be composed of a technically qualified, gender-balanced, and culturally sensitive staff of professionals with proven experience working in critical mineral sectors.

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

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

Desired qualifications include:

- a post-graduate degree in enterprise development, international development, economics, research & evaluation, or an applicable social sciences field – or 10+ of similar experience
- a minimum of 10+ years of professional work experience in donor-funded development programming and/or economic development
- demonstrated experience leading at least two research of projects with similar scope and complexity within the past 5-7 years
- extensive experience in conducting quantitative and qualitative studies and strong familiarity with value/supply chains, and critical minerals, etc.
- familiarity with USG regulations and international labor frameworks such as ILO indicators, UNGPs, etc. is an advantage
- fluency in English and excellent communication skills – particularly in writing.

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

- survey design – including 5-7 years' experience creating data collection tools, calculating sample sizes and determining appropriate sampling methods, and working with qualitative datasets
- qualitative and quantitative approaches and methodologies for research and analysis
- technical research and/or work experience related to nickel and other critical minerals sector in Indonesia
- experience to work in a multicultural environment and to hire qualified field-survey personnel

Annex 2: Example Report Outline²

Cover Page (with photo, if possible)

List of Acronyms

Table of Contents, which identifies page numbers for the major content areas of the report.

Executive Summary – Stand-alone document that concisely states the project background and purpose, evaluation questions, design, methods, limitations, findings, conclusions, and recommendations (not to exceed 4 pages)

Body of Report

1. Introduction and Purpose

- 1.1. **Project Context** - Describe the context in the country that the project is being implemented, including any social, political, demographic, institutional, or gender equality factors that are relevant to the project.
- 1.2. **Project Description** – Describe the project including, project activities and implementation strategy, location(s) of project activities, target population, stakeholder roles and contribution to the project, project status, and budget.
- 1.3. **Purpose of the study** – Describe the purpose of the evaluation including the evaluation type and purpose, any previous evaluations related to the project, the intended audience of the evaluation, how the evaluation findings will be used by the implementer, and how the evaluation informs the program's broader Learning Agenda.

2. Study Design and Methodology

- 2.1. **Research/Evaluation Questions** - List the evaluation questions in the context of relevance, effectiveness, efficiency, impact, and sustainability (as outlined in the final evaluation TOR).
- 2.2. **Research/Evaluation Design** – Describe the overall design/approach used for the evaluation, including the type of evaluation, how culturally appropriate participatory methods were incorporated into the design, and how ethical standards regarding all participants, especially at-risk populations, were incorporated into the evaluation design.
- 2.3. **Sampling Methods** – Describe the basic sampling strategy used during the evaluation including the sampling frame, rationale and mechanics of participant selection for the sample, number of participants selected out of potential subjects, selection criteria for any counterfactual/control groups (as applicable), limitations of the sample, minimum detectable effect and confidence level.
- 2.4. **Data Collection Methods** - Describe data collection methods and instruments (both qualitative and quantitative) and analysis tools used in the evaluation. The actual instruments themselves (e.g., full surveys and interview guides) should be included in the annexes. Items of discussion include level of precision (quantitative), value scales or coding used (qualitative), level of participation, description of how tools were developed/adapted to be relevant to local stakeholders and culturally appropriate, empowerment of stakeholders through the evaluation process, reliability of the data, and how the data collection methods were design to collect gender related data, including disaggregated data and questions reflecting gender issues.
- 2.5. **Data Analysis Methods** – Describe how those data are analyzed. Common methods of analysis include regressions, difference-in-difference calculations, interview coding, etc. It should be clear how these methods are linked to each of the evaluation questions and why they are appropriate to answer those questions.
- 2.6. **Limitations** - Outline key limitations of the evaluation (for example: lack of baseline data; selection bias as to sites, interviewees, comparison groups; seasonal unavailability of key informants; contamination of control groups, etc.) and how these were mitigated.

3. **Findings** - Findings are empirical facts based on data collected during the evaluation and should not rely only on opinion, even of experts. It should report both qualitative and quantitative data, and also report on the project's key performance indicators (a table with the results of all performance indicators should be included in an annex). The findings should also consider the possibility of unintended side effects of the intervention. This could include an analysis of how project interventions affected various segments of the population differently (e.g., different affects based on gender, socio-economic status, age, etc.).

4. **Conclusions** - Describe the conclusions of the evaluation. Clearly explain how the logic behind the conclusions correlate with actual findings. Conclusions should be substantiated by findings consistent with data collected and methodology used and ultimately answer the Evaluation Questions. If conclusions

² Outline aligned to DONOR AGENCY's Evaluation Reporting Template, which will be provided to the offeror upon award.
Winrock International – SECURE Project

are tentative, clearly identify the details of what is known and what can be plausibly assumed. Ensure the conclusions add value to the findings. Do not highlight simple conclusions that are already well known and obvious.

5. **Recommendations** - Recommendations should be relevant to the project, Terms of Reference (TOR), and objectives of the evaluation and formulated clearly and concisely. Describe how the evidence and analysis provide the basis for the recommendations. Recommendations must be specific and actionable, prioritized to the extent possible, and include responsibilities and a timeframe for their implementation. They should also take into account gender and other intersectional issues, as relevant.

Annexes – All relevant annexes should be part of the report. Annexes that are required for DONOR AGENCY evaluations are: bibliography, table of indicator data, results framework, data collection instruments (questionnaires, interview guides, observation protocol, sampling tools, etc.), terms of reference or statement of work for the evaluation, conflict of interest forms, key elements of statistical results.

Note that DONOR AGENCY requires evaluators to submit a version of the report free from personally identifiable information (PII). Items that should NOT be included in the Annexes (or anywhere in the report) include: a list of participants and/or people interviewed for evaluation and names, email addresses, phone numbers, addresses, or similar information linked to individuals. *For a more detailed description of potential PII, please see FAS's PII Guidance Document.*

Annex 3: Draft SECURE Performance Indicators

This will be provided upon award

Annex 4: 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, Vendors, or Vendors, on matters subject to this Purchase Order shall be through or approved by Winrock International.
- 6) Terms of Payment. Subject to any superseding terms on the face hereof, Vendor shall invoice Winrock International at address and contact listed on Purchase Order and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid no later than thirty (30) days unless otherwise negotiated in terms and conditions of the Purchase Order after Winrock's receipt of an acceptable invoice or Winrock's receipt of the completed products/services, together with any required documents. Drafts will not be honored.
- 7) Compliance with Law. Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended. Unless otherwise agreed, governing law shall be that of the State of Arkansas.
- 8) Assignment Prohibited. Vendor may not assign or subcontract any part of the activities described in the Purchase Order without the prior written consent of Winrock International. Where such prior written consent is given, it shall not relieve the Vendor of any of its responsibilities under this Purchase Order.
- 9) Indemnification. Vendor hereby agrees to indemnify, hold harmless, and defend each and every Winrock Indemnified Party from and against any and all Claims arising out of, relating to, or in connection with (i) any injuries (including death) to persons and for damage or loss to property caused by, arising out of, or relating to Vendor performing the Contract Work or otherwise providing of any goods and/or services covered by this Agreement in whatever manner and by whomever the same may be caused; (ii) any wrongful act, omission, misconduct, or violation of Laws by Vendor or by any agent, servant, or employee of Vendor or any Vendor and any party retained by any Vendor; (iii) any negligent, wanton, willful, or intentional act or omission of or by Vendor, any Vendor, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any one of them may be liable under any Law; (iv) any breach of Warranty; and (v) any breach or violation by Vendor of, or default by Vendor with respect to, any other terms and conditions of this Agreement or Vendor's duties, obligations, and responsibilities under this Agreement. The indemnity provided in this Section is intended for the benefit of Winrock and each Winrock Indemnified Party. Vendor's indemnification obligations will in no way be limited by the limitation on amount or type of damages or by any compensation or benefits payable by or for Vendor or any Vendors, under any worker's compensation act, employer liability act, disability act, or other employee benefit act. The indemnification provided in this Section will survive the expiration or termination of this Agreement.
- 10) Title and Risk of Loss. Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to Winrock upon acceptance of such product/service by Winrock.

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

(1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Termination clause of this contract. (a) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the vendor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if— (3) The stop-work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Purchase Order; and (4) The Vendor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, WI may receive and act upon the claim submitted at any time before final payment under this Purchase Order.

- 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 Agreement must be reported immediately to Winrock. The Vendor agrees to incorporate the Debarment and Suspension certification into any lower-tier award that they may enter into as part of this Agreement.
- 13) Termination. Winrock International shall have the option to terminate this Purchase Order in the event of termination of the Prime Agreement by the Funding Agency for whatever reasons. In the event of such termination, Vendor shall be entitled to receive all supporting funds as described herein for those expenditures justifiably incurred to the time of termination of this Purchase Order, including commitments which cannot be reversed or mitigated, to the extent that said funds are available to Winrock International under its Prime Agreement.

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

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

- 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 agreement Vendor agrees to waive any rights to invoke the jurisdiction of the local national courts where this contract is performed.
- 15) Drug Trafficking. Winrock reserve the right to terminate this Purchase Order to demand a refund or take other appropriate measures if the Vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- 16) Disputes. Any disputes arising out of this 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.

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- 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 agreement or whenever requested by Winrock International, whichever occurs first. No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Winrock International. The restrictions of this article shall continue in effect upon completion, or the parties may mutually agree upon termination of this Agreement for such period as in writing. In the absence of a written established period, no disclosure is authorized.
- 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 agreement and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (Winrock shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
- 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 agreement and thereafter, Vendor agrees to take all actions and execute any documents that Winrock may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by Winrock). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold

harmless Winrock against all claims, suits, costs, damages, and expenses that Winrock may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, Winrock may withhold any sums due the Vendor under this agreement.

- 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 Agreement may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- 28) Conflict of Interest. Vendor must establish safeguards to prevent employees, Vendors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each Subcontracting institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock International must be informed of any conflict of interest or appearance of conflict of interest by the recipient. If organizational or management systems cannot be structured to neutralize such conflict, Winrock International may choose to terminate the relationship with the Vendor.
- 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 agreement will become null and void if the recipient organization makes any such offer, promise, payment or gift in connection with performance of this agreement.
- 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 Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements or court order, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or portion of the provision hereunder, which shall remain in full force and effect as if the unenforceable provision or

portion were deleted.

- 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 agreement value for each day of delay. If Winrock terminates this agreement in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that Winrock reasonably obtains delivery or performance from another Vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
- 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 Agreement shall not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Agreement. The failure of Winrock to enforce at any time or from time to time any provision of this Agreement shall not be construed as a waiver of any of Winrock's rights or the Vendor's duties.
- 37) Clauses Incorporated by Reference. Work performed under this Agreement is pursuant to a contract or grant from the U.S. Government, or other funding sources, and all relevant flow-down clauses from the contract or grant shall be deemed to be incorporated in this Agreement: (a) in such manner as to make the Vendor subject to those clauses, as applicable; and (b) to the extent necessary to enable Winrock International to perform its obligations under the contract or grant and to enable the funding source to enforce its rights hereunder. This agreement incorporates the following FAR, and agency regulations (AIDAR) as applicable. To the fullest extent that these clauses flow-down or apply to the Vendor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, reference to the "Government" shall be interpreted to mean "Winrock International" and "Vendor" to mean "Vendor."
- 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.