



## **REQUEST FOR PROPOSAL**

End-of-Project Performance Evaluation for the AGP-AMDe Project

AMDEFE2015

**Under**

USAID/Ethiopia Agricultural Growth Program-Agribusiness and Market  
Development (AGP-AMDe)

**Funded By**

USAID

AID-663-TO-11-00003

<b>RFP Release Date:</b>	November 23, 2015
<b>Performance Period:</b>	January 2016 – March 21, 2016
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<b>Question/ Inquiry Submission Deadline:</b>	November 30, 2015
<b>Question/Inquiry Response Deadline:</b>	December 1, 2015

# **USAID/ETHIOPIA'S AGRICULTURE GROWTH PROGRAM AGRI-BUSINESS AND MARKET DEVELOPMENT (AGP-AMDe) PROJECT | Implemented by ACDI/VOCA Ethiopia**

## **Scope of Work for End-of-Project Performance Evaluation**

**Contract No. AID-663-TO-11-00003**

**Project Locations: 96 Woredas in Oromia, Amhara, SNNPR and Tigray regions of Ethiopia**

**Project Implementation Period: May 2, 2011- May 1, 2016**

## **Introduction**

ACDI/VOCA, an international development organization based in Washington, D.C., is currently implementing USAID's Agriculture Growth Program-Agribusiness and Market Development (AGP-AMDe) Program in Ethiopia in partnership with a team of sub-contractors.

AGP-AMDe is a flagship project under USAID's Feed the Future (FTF) Strategy for Ethiopia and is USAID's largest contribution to the government of Ethiopia's (GoE) Agricultural Growth Program (AGP). AGP supports the Comprehensive African Agricultural Development Program (CAADP) framework by strengthening agricultural productivity and markets in the four high rainfall regions of Amhara, Oromia, Southern Nations, Nationalities, and People's Region (SNNPR) and Tigray.

In line with the overall objectives of the GoE's Growth and Transformation Plan (GTP) and AGP, AGP-AMDe sustainably reduces poverty and hunger by improving the productivity and competitiveness of value chains that offer jobs and income opportunities for rural households.

The AGP-AMDe project uses a value chain approach to increase the competitiveness of select agricultural products, enhance access to finance, and stimulate innovation and private sector investment. Target value chains are wheat, maize, sesame, chickpeas, coffee and honey. Ethiopia is identified among the top 10 producers in Africa for each of the AGP-AMDe target value chains. For several of these crops, Ethiopia is famed not only for the quantities produced, but also for the product characteristics that are unique to the country.

AGP-AMDe interventions incorporate a variety of activities, including increasing access to financial and other services throughout the target value chains; analysis and review of relevant policies/regulations; stimulating investment and trade by using innovation funds to leverage resources and mitigate constraints in the target value chains; supporting introduction of innovative technologies and effective business and management practices to increase performance and reduce risks along the target value chains; etc.

The project has extensive capacity building and training activities to strengthen the knowledge and skill of cooperatives and other private and public actors in all value chains and related areas. AGP-AMDe strengthens private sector associations and actors, and builds the capacity of the cooperative sector to operate as successful agribusinesses to the benefit of their members.

AGP-AMDe project activities are intended to directly contribute to USAID's development objective of Increased Economic Growth with Resiliency in Rural Ethiopia through targeted intermediate results in the areas of;

- Improved competitiveness of selected value chains
- Improved inputs – both seed and fertilizers
- Improved access to finance and investment
- Business enabling environment
- Innovation fund

AGP-AMDe works in close cooperation with a wide range of public institutions, including the Ministry of Agriculture (MoA) and AGP, Agricultural Transformation Agency (ATA), Federal Cooperative Agency (FCA), Ministry of Trade (MoT), Ethiopia Commodity Exchange (ECX), and other strategic partners at national, regional and local levels.

The project is implemented according to partnership arrangements with IFDC, CQI, John Mellor Associates, Danya, and RENEW to provide in-depth technical skills and expertise in their respective areas of experience.

ACDI/VOCA is seeking proposals from external firms and evaluation experts to design and carry out an end-of-project performance evaluation for its five-year AGP-AMDe program. The end of project performance evaluation is expected to assess the level of achievement regarding outcomes (both the quantitative and qualitative) and impact of the project vis-à-vis the planned project objectives, goals, and results. The evaluation will also identify key lessons learned and challenges to inform design and implementation of similar projects in the future.

## AGP-AMDe Results Framework

The Results Framework presents ACIDI/VOCA's Agribusiness Market Development project causal model for the program and a clear logic for how activities, interventions and outputs contribute to anticipated outcomes and desired impacts within overall AGP objectives and goals.



Activities →	Outputs →	Outcomes →	Impacts
<ul style="list-style-type: none"> <li>• Conduct value chain analysis with financial, enabling environment, nutrition and gender lenses; strategy and vision development</li> <li>• Build relationships that enable value chain actors to respond to end-market opportunities</li> <li>• Promote transparency and trust in vertical linkages</li> <li>• Activities to strengthen horizontal linkages</li> <li>• Activities to strengthen supporting markets including input supply, storage, ICT, transport, and training/BDS</li> <li>• Develop TOT and materials on health and nutrition themes; Train GOE AGP implementers who will train DAs to deliver health/nutrition messages</li> </ul>	<ul style="list-style-type: none"> <li>• Initial analysis and vision/strategy document; plan for integration of cross-cutting themes; regular updates and ongoing documented learning</li> <li>• Buyers identified and engaged with suppliers</li> <li>• Stakeholders' workshops and smaller meetings held</li> <li>• Increased and repeated transactions between buyers, suppliers, and support service providers</li> <li>• Cooperatives and associations assessed and trained</li> <li>• New commercial input suppliers entering the market</li> <li>• Storage facilities rehabilitated or established; possibility of private sector warehouse operators explored</li> <li>• Information about ECX grading system disseminated</li> <li>• Trade fairs attended, trainings in export promotion held</li> <li>• Market information delivered through local entities</li> <li>• Service providers linked to clients, trainings co-financed</li> <li>• Health/nutrition materials developed; TOTs held; follow-up TA conducted to ensure messages reach smallholders through DAs</li> </ul>	<ul style="list-style-type: none"> <li>• Project follows clear strategy for achieving vision; project is able to adjust interventions based on observations</li> <li>• Increased sales and learning flows between buyers and suppliers, including smallholder farmers and vulnerable groups</li> <li>• Increased trust and transparency between value chain actors</li> <li>• Smallholder farmers consistently able to understand and achieve quality standards</li> <li>• Balanced distributions of benefits in the value chain, leading to incentives for ongoing upgrading at multiple levels</li> <li>• Increased use of support services by smallholders (including embedded services)</li> <li>• Private sector input suppliers selling improved inputs and providing embedded services</li> <li>• Households receive and apply new information about improved health/nutrition practices</li> </ul>	<p><u>Value chain level:</u></p> <ul style="list-style-type: none"> <li>• Increased competitiveness of value chains</li> <li>• Increased responsiveness to end market opportunities through new technologies and relationship structures</li> <li>• Supporting markets serving value chain actors and adapting to trends in demand for inputs, training, ICT, transport, and other services</li> <li>• Expanded reach and variety of financial services available to value chain actors</li> <li>• More supportive environment for financial sector and value chain growth</li> </ul> <p><u>Firm level:</u></p> <ul style="list-style-type: none"> <li>• Increase in number and activity of agricultural enterprises including input suppliers, aggregators, exporters, and service providers</li> <li>• Increased profits from agriculture, especially for smallholders</li> <li>• Improved cash flow and access to finance for investment</li> </ul>
<ul style="list-style-type: none"> <li>• Build capacity of financial institutions</li> <li>• Develop new financial products and services</li> <li>• Build capacity of financial sector associations</li> <li>• Stimulate lending through guarantee funds</li> <li>• Work with agricultural enterprises to establish alternative forms of collateral</li> <li>• Facilitate policy and regulatory improvements</li> </ul>	<ul style="list-style-type: none"> <li>• Trainings conducted for commercial banks and SACCOs</li> <li>• TOT held with EBA and SACCOs</li> <li>• TA and training held for SACCOs to improve marketing to women</li> <li>• New products designed and piloted to meet the needs of smallholders and other value chain actors</li> <li>• Products rolled out; staff of financial institutions trained in new products</li> <li>• TA delivered to financial sector in agricultural lending, risk management, product development</li> <li>• Increased creditworthiness of agricultural enterprises</li> <li>• Public-private dialogue stimulated; reforms achieved</li> </ul>	<ul style="list-style-type: none"> <li>• Increased ability and willingness of commercial banks and SACCOs to lend to the agricultural sector</li> <li>• Financial institutions able to tailor products to the needs of target clientele including women and smallholder farmers</li> <li>• Financial institutions participating in the DCA program</li> <li>• Financial sector associations facilitate increased focus on agricultural lending</li> <li>• Policy and regulatory framework conducive to growth</li> </ul>	<p><u>Household level:</u></p> <ul style="list-style-type: none"> <li>• Increased income</li> <li>• Increased employment</li> <li>• Reduced poverty</li> <li>• Improved food security and nutrition</li> </ul>
<ul style="list-style-type: none"> <li>• Promote public-private dialogue</li> <li>• Build the capacity of the public sector</li> <li>• Design improvements in policies and regulations</li> <li>• Facilitate access to international markets</li> </ul>	<ul style="list-style-type: none"> <li>• Meetings and workshops held with trader and exporter associations, cooperative unions and other civil society institutions</li> <li>• TA and training provided to MOARD staff</li> <li>• Training and TA provided to Ministry of Trade and other relevant institutions</li> </ul>	<ul style="list-style-type: none"> <li>• Stakeholder buy-in to reform process</li> <li>• More efficient administrative processes</li> <li>• Policies that better support value chain growth</li> <li>• Increased government ability to analyze and plan policy change</li> <li>• Ministry of Trade better able to analyze and alleviate trade constraints</li> </ul>	
<ul style="list-style-type: none"> <li>• Develop, disburse, and monitor strategic grants through Innovation and Demonstration Funds</li> </ul>	<ul style="list-style-type: none"> <li>• Large and small grants disbursed to address constraints related to the policy environment, lack of access to finance, disincentives for investing, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Perceived risk reduced through observed benefits of investment in upgrading</li> <li>• Innovation becomes the norm as more value chain actors invest in new technologies</li> </ul>	

## **I. PURPOSE AND USE OF THE EVALUATION**

The main purpose of this end of project performance evaluation is to provide the key project stakeholders and USAID with an objective assessment of project performance towards achieving its objectives, key results, and goal, the effectiveness of the AGP-AMDe partnerships, and any strengths and challenges. The findings and recommendations from this end of project evaluation will also help inform the design and implementation of similar projects in the future.

Specifically, the evaluation will:

1. Assess the extent to which results (both the quantitative and qualitative) of the project have been achieved vis-à-vis the planned project objectives and goal;
2. Assess the programmatic and cost effectiveness of the project's approaches during implementation towards achievement of its objectives and key results;
3. Assess whether or not the project activities are replicable and sustainable;
4. Identify lessons learned and challenges and make clear, explicit and actionable recommendations, including suggestions for improving not only project performance, but also the design and implementation of future similar projects.

## **II. EVALUATION QUESTIONS**

### **A. Performance and Results**

- i. Assessment of AGP-AMDe Project achievements against planned objectives as outlined in its Performance Management Plan (PMP) and Work Plan. The evaluation should analyze actual results versus the targets outlined in the Project PMP within the activity's different technical areas (value chain competitiveness, access to finance; influencing the enabling environment, innovation grant disbursements and anticipated outcomes and cross cutting themes), including identifying successful and unsuccessful approaches that lead to the achievement of its objectives.
- ii. To what extent has this project contributed in improving access to credit, access to capacity building support, access to and adoption of improved inputs and technologies and income increase as the result of incremental sales of agricultural commodities? Is there evidence to support the existence of positive changes in the afore-mentioned areas?

### **B. Effectiveness**

The effectiveness criterion focuses on the extent to which the specific objectives of project were achieved, or are expected to be achieved, taking into account their relative importance. Therefore, the evaluation on the effectiveness of the project shall examine topics such as:

- i. Did the project activities generate the planned outcomes?
- ii. Did the project deliver the planned output on time?
- iii. What significant benefits has the project brought about to the target beneficiaries?

- iv. Were planned benefits delivered and received by all key stakeholders?
- v. To what extent was the target groups reached? And to what extent are the beneficiaries using the project results/outputs?
- vi. Where did the project perform particularly well and where was its performance weakest?
- vii. How were work plans adapted during the life of the project? How has project management adapted to ensure that results would be achieved?
- viii. To what extent has the project contributed to the overall goal?
- ix. To what degree has the project built local capacity and skills (of local government stakeholders, cooperatives, cooperative members, women etc.)?
- x. How did unintended results affect the benefits, positively or negatively, and could these have been foreseen and managed?
- xi. What were the major factors influencing the achievement or non-achievement of the objectives? Were they controllable by the project management and staff?
- xii. To what extent has implementation of the project involved local people and worked with a range of relevant stakeholders (partners, government, local communities, CBOs and other key stakeholders)?
- xiii. How effective was the relationship, coordination and communication of project experts with partners, government, communities, and other key stakeholders?
- xiv. Did ACDI/VOCA support the capacity development of partners and beneficiaries? How did this enhance the project quality?

### **C. Impact**

Regarding the impact of the project, the consultant shall investigate the positive and negative, directly or indirectly, intended or unintended changes produced by the project intervention. This involves the impact resulting from the project activities on the local social, economic, environmental and other development indicators. Accordingly, the final evaluation shall particularly consider the following key issues/questions:

- i. What has happened as a result of the programme or project?
- ii. What real difference has the project made to lives of the beneficiaries?
- iii. How many people have been affected?
- iv. What positive and negative intended and unintended effects were there from the project?
- v. What were the direct and indirect effects of the project?
- vi. What are the key contributions of the project towards food/income security, building resilience, poverty reduction, gender equality, environment, HIV and AIDS, etc?
- vii. Is there evidence of innovative ideas, behavior or action amongst the target beneficiaries that should be scaled up or replicated?
- viii. To what extent did the project enhance the role of the communities in local socio-economic development?

- ix. What are the major lessons learnt that can be taken forward into the future programming?

#### **D. Project Implementation**

- i. Which among the following AMDe's partnerships have been the most effective in terms of their collaboration and coordination to implement AGP-AMDe? Which ones have been the least effective? In both cases, what is contributing to these partnerships' success and challenges?
  - 1. Other AGP program components implemented by government agencies
  - 2. Other AGP program partners; both GOE ( this includes, Ministry of Agriculture, Ministry of Trade, Ministry of Industry, Federal Cooperative agency, etc.), ATA and other donors
  - 3. Other Feed the Future projects, especially LMD, ENGINE and GRAD
- ii. What evidence is there to indicate that effective monitoring systems were in place?
- iii. Were financial management and procurement systems adequate throughout the project period?

#### **E. Efficiency**

Efficiency is a relation between resources allocated to the project and the results achieved. The results are measured at output level, as outputs can easily be observed and quantified. It is a measure of how economically resources/inputs of the project (funds, expertise, time, etc.) are converted to results. When evaluating the efficiency of the project, the evaluation team should examine and address the following issues/questions:

- i. Is the relationship between input of resources and results achieved appropriate and justifiable?
- ii. Was the project implemented in the most efficient way compared to alternatives?
- iii. Assess whether outputs were efficient in achieving the intended project outcomes.

#### **F. Sustainability**

Under this, the consultant evaluates the long-term effects of the project. S/he assesses the extent to which the positive effects of the project will continue after it is been completed. Therefore, the final evaluation will analyze the prospects for the sustainability of benefits on basis of the following issues:

- i. Assess the different factors of sustainability of the project: financial, institutional, social, cultural, security, environmental, institutional, technical aspects, etc.
- ii. To what extent can activities, results and effects be expected to continue after the project has ended?
- iii. To what extent are the target beneficiaries capable and prepared to receive the positive effects of the project after project phase out?



- iv. How self-supporting are the assisted FCUs, cooperatives, other institutions and individual beneficiaries?
- v. Identify major risks and success factors regarding the sustainability of the project and estimate the likelihood of their occurrence
- vi. What are the pertinent needs to sustain the project interventions in the long run? What action should be replicated for the future?

#### **G. Relevance**

The consultant should assess the significance of the project at the national, regional, and local level. He/she shall also investigate the appropriateness of the project to the needs and interests of the target beneficiaries (both individuals and institutions like FCUs, research centers, associations and other CBOs). Relevance has to be assessed in relation to the design and the implementation of the intervention. Therefore, the evaluation findings should provide a deeper insight on the following issues and questions:

- i. What is the significance of the project regarding the national, regional, and local priorities? To what extent does the project comply with government policy or programs (to what extent the project contributed for the achievement of AGP I?)
- ii. Were the original objectives valid and did they meet the needs and priorities of the target group? If not was the project able to adapt the objectives in an appropriate way?
- iii. To what extent did the project address the needs and interests of target beneficiaries?
- iv. To what extent were stakeholders facilitated and supported to fully participate in the project design, implementation, monitoring and evaluation?
- v. To what extent is the project design and implementation consistent with the local situation, capacity, institutions and coherence with on-going initiatives-mainly AGP II?

### **III. EVALUATION METHODS**

A recommended evaluation design and data collection methods are presented below. However, the evaluation team will be responsible for refining the design as recommended below or proposing an alternative design for consideration and approval by ACDI/VOCA Ethiopia. The evaluation strategy and data collection methodologies should include mixed methods for better triangulation and validation of findings. The team should present an evaluation questions matrix showing the source of data, method of data collection and also the tool to be used to answer each of the evaluation questions. The methodology will be presented as part of the draft work plan as outlined in the deliverables below, approved by ACDI/VOCA Ethiopia and included in the final report. The evaluation team will have available for their analysis a variety of program implementation documents, baseline surveys and reports. Methodology strengths and weaknesses should be identified as well as measures taken to address those weaknesses. All data collected and presented in the evaluation report

must be disaggregated, as appropriate, by gender, geography and value chain.

#### **A. EVALUATION DESIGN**

It is recommended that a non-experimental design be used that will focus on measuring project results before and after project implementation using project monitoring and survey data (primary and secondary data). The before project data should be drawn from the baseline survey report produced by the implementing partners. The after project implementation data should consider both primary and secondary information and need to be both qualitative and quantitative in nature. The evaluation team is expected to strengthen this design to make it as rigorous as possible or propose alternative evaluation designs for consideration.

#### **B. DATA COLLECTION METHODS**

As stated above, the evaluation team will be responsible for proposing an appropriate evaluation design and data collection methods. The team should consider mapping the research questions against the quantitative and qualitative data in a matrix/table to show how each research question will be answered. However, it is also recommended that the data collection methods should include the following:

**Use of quantitative data** should include, but are not limited to:

- Comparison of current indicator values to baseline data for select output and outcome indicators.
- Map out the project results against performance measure indicators to show the total number of indicators under each result and whether performance is met/on target (90-100%), exceeded (>100%), or not achieved (</=89%)

**Approaches to collect qualitative data could include** but are not limited to:

- Document Reviews
- Key Informant Interviews
- Focus Group Discussions (FGDs)
- Field notes
- Observations
- Pictures and other audio visual instruments

The sample size of respondents for key informant interviews and focus group discussions, as well as the criteria for selection (random, purposive, mixed), should be of sufficient size to make meaningful but not necessarily statistically significant conclusions and be determined in coordination between ACIDI/VOCA Ethiopia and the consultant.

#### **IV. EXISTING PERFORMANCE INFORMATION SOURCES**

In order to familiarize themselves with the project and best incorporate the existing sources of information that have previously been collected, the consultants will review the following documents:

- Project Descriptions and Modifications
- Project Work Plans
- Quarterly Reports
- Annual Reports
- Budget and financial reports
- PMP and other M&E documents
- Baseline surveys and formative research
- Project performance data/IPTTs
- Projects gender analysis/ Value chain assessments/ other surveys
- Project-generated assessments
- GOE reports on AGP and other related documents.
- Relevant external evaluations from other sources (e.g., other donors)

A data analysis plan should be developed by the evaluation team based on specific ACIDI/VOCA Ethiopia expectations included in this scope of work. The data analysis should include sex disaggregation and other gender considerations for this evaluation. Other relevant disaggregation of data such as by value chains and geography should also be included where appropriate. The evaluation team is expected to refine this in the development of the methodology.

Limitations of the design and methodology should be reflected in the evaluation report.

#### **V. TEAM COMPOSITION**

The evaluation team shall consist of one independent international expert, serving as the team lead and primary coordinator with ACIDI/VOCA Ethiopia, as well as two high level Ethiopian experts, at least one of whom can also serve as an interpreter. All team members must have professional-level English speaking and writing skills.

The technical team members must all have significant experience in agriculture, agribusiness/ /agriculture commercialization, and food security related programs. In addition to the three technical team members, team should include a mid-level social scientist with strong quantitative analytical skill. The team should also have Ethiopian country or East Africa regional experience, along with comparative experience in grant management and administration, access to finance, agriculture policy related programming in other countries or regions of the world.

Sound experience in conducting evaluations or research is expected of all members, and experience in developing strategies would be useful. Ability to conduct interviews and discussions in local languages and provide accurate translations into English for at least one team member is essential.

A statement of potential bias or conflict of interest (or lack thereof) is required of each team member.

The evaluation team lead will be responsible for ensuring the integrity of the external evaluation, including alerting the Mission Program Office if any USAID participants on the evaluation team are overstepping their role.

**Team Leader (one):** The team leader should have an expertise in agriculture, agri-business/agriculture commercialization, and food security related programs with at least 10 years work experience. He/she, will be responsible for overall management of the evaluation, including coordinating and packaging the deliverables in consultation with the other members of the external team. The team leader must have strong team management skills, and sufficient experience with evaluation standards and practices to ensure a credible product. The team leader will develop tools for the evaluation and a design plan and share it with ACIDI/VOCA Ethiopia for their approval. The team leader will develop the outline for the draft report, present the report and after incorporating USAID/Ethiopia staff comments, submit the final report to ACIDI/VOCA Ethiopia within the prescribed time line. The team leader must be fluent in English and have strong writing skills.

**Local Ethiopian Experts (two):** The Ethiopian experts should have experience with agriculture, agri-business/agriculture commercialization, and food security related programs in Ethiopia, with at least five (5) years' work experience in monitoring and evaluation. The Ethiopian experts should also be proficient in English and Amharic.

## VI. EVALUATION SCHEDULE

The consultant will complete all the evaluation work over a period of two months beginning January 2015 and ending on March 21, 2015 with the acceptance of the final report. The workplan and number of days for each task are presented below:

No.	Evaluation Activity	Number of Days
1	Review of project documents; initial meetings/ briefings;	5

2	Produce inception report with data collection tools and detailed workplan and methodology	5
3	Field travel; field staff orientation; data Collection from at least 2000 smallholder farmers, 12 cooperatives, 20 private companies; and 10 government partners; initial analysis; validation of initial finding to stakeholders at field.	24
4	Writing and submitting draft report	20
5	Presentations of findings to stakeholders in A.A.	1
6	Writing and submitting final report	5
	<b>Total Number of days required</b>	<b>60</b>

## VII. Deliverables / Expected Outputs

- A. Inception Report:** As mentioned under the timeline above, the consultant develops and submits an inception report detailing among others, the process and methodologies to be employed to achieve the objectives of the final evaluation. The report should not exceed ten pages and includes the sampling frame, data collection tools, the interview schedules and important time schedules for this exercise. The consultant presents the inception report to ACIDI/VOCA for review and further input. This shall be done within the first ten days after the consultancy contact is signed between AV and the consulting firm.
- B. A Draft Evaluation Report:** The evaluator submits an electronic copy and a hard copy of her/his first draft evaluation report within 10 days after the field work (field data collection & initial analysis) is completed. The draft report should not exceed 70 pages.
- C. Present Draft Evaluation Findings:** The consultant will present this in two stages. First, the consultant will present initial findings for field level stakeholders at four regions where zonal and project intervention woredas delegates, community representatives, and implementing partners' staffs will attend. Secondly, the draft report will be presented to the stakeholders in

workshop in Addis Ababa. Evaluation results will be presented and inputs from project stakeholders will be taken to be incorporated in the final draft.

- D. Final Evaluation Report:** Submit an electronic copy and three hard copies of a final Evaluation Report within four days after the draft report is presented to the project stakeholders in Addis Ababa. The final report should incorporate the comments and suggestions given on the draft report and during the validation workshops. The report will be accepted after validation of all the recommendations by ACDI/VOCA.

## **VIII. Reporting Requirements**

All reports shall be written in high-quality, professional-standard English. The final evaluation report should be clear and simply written, free of jargon. The main body of the report should not exceed 70 pages and should include an executive summary and recommendations. Technical details should be confined to appendices, which should also include a list of informants and the evaluation team's work schedule. Background information should only be included when it is directly relevant to the report's analysis and conclusions.

The consultant should support her/his analysis of project achievements with relevant data and state how this has been sourced. Recommendations should also include details as to how they might be implemented.

ACDI/VOCA and the project implementing partners own the report. ACDI/VOCA reserves the right to share and discuss the report findings with any and all stakeholders, including those who are benefiting from the project, and maintains the decision of how to incorporate any resulting changes into the report. It is also the responsibility of ACDI/VOCA to decide how, when and to whom the evaluation report is disseminated.

## **IX. Final Report Content**

The evaluation report shall include the following:

- A. Title Page**
- B. Table of Contents (including Table of Figures and Table of Charts, if needed)**
- C. List of Acronyms**
- D. Acknowledgements or Preface (optional)**
- E. Executive Summary (3-5 pages)**

The executive summary should succinctly capture the evaluation purpose and

evaluation questions; project background; evaluation design, methods; and limitations; and the findings, conclusions, and recommendations.

**F. Introductory Chapter**

**G. Findings:**

**H. Summary and Conclusions:**

**I. Recommendations for design of similar projects in the future**

**J. Annex:** The annexes to the final evaluation report should be submitted as separate documents—with appropriate labels in the document file name (e.g., Annex 1 – Evaluation SOW), and headers within the document itself—and may be aggregated in a single zipped folder.

**i.** Evaluation Statement of Work

**ii.** Places visited; list of organizations and people interviewed, including contact details.

**iii.** Evaluation design and methodology.

**iv.** Copies of all tools such as survey instruments, questionnaires, discussions guides, checklists.

**v.** Bibliography of critical background documents.

**vi.** Meeting notes of all key meetings with stakeholders.

**vii.** “Statement of Differences”

**viii.** Evaluation Team CV’s

**ix.** Disclosure of Conflict of interest (signed by each member.)

**x.** Pictures and other relevant source documents.

## GENERAL BUSINESS TERMS AND CONDITIONS

### **\*\*These Terms and Conditions apply to all Purchase Orders\*\***

**1. Assignment.** Vendor shall not assign, subcontract or transfer all or any portion this Purchase Order or any of its obligations without the express, prior written permission of ACIDI/VOCA.

**2. Proprietary Information & Confidentiality.** Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by ACIDI/VOCA to be confidential and proprietary and shall not disclose any such information to any other person, or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from ACIDI/VOCA to do so. Vendor agrees to execute ACIDI/VOCA's standard Non-Disclosure Agreement upon request.

**3. Terms of Payment.** Subject to any superseding terms on the face hereof, Vendor shall mail the invoice to the address listed in Box 6 of the Purchase Order and be paid upon completion/acceptance of the required supplies/services. **(A) TIMING OF PAYMENTS.** Vendor shall be paid, in the currency on the face of this Purchase Order, within thirty (30) days after ACIDI/VOCA's receipt of an acceptable invoice and ACIDI/VOCA's acceptance of the completed products/services in accordance with (B) "Inspection and Acceptance" below, together with any required documents. ACIDI/VOCA is under no obligation to pay Vendor's invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACIDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain subject to ACIDI/VOCA and/or government/Client audit and subsequent adjustment. Vendor agrees to reimburse ACIDI/VOCA for any costs disallowed by Client. **(B) INSPECTION & ACCEPTANCE.** (1) Vendor shall work within professional standards covering the work and shall make such inspections as are deemed necessary to insure Vendor compliance. (2) All deliveries shall be subject to final inspection by ACIDI/VOCA. If deliverables or a service performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by ACIDI/VOCA. Vendor shall provide immediate notice to ACIDI/VOCA of any potential failure on the part of its suppliers to provide supplies/services required. Vendor is responsible for any deficiency on the part of its suppliers. Vendor shall be responsible for any costs of reprourement as may be necessary for ACIDI/VOCA to secure the supplies/services as a result of Vendor's inability to perform that exceed the agreed upon price herein. **(C) LATE DELIVERIES.** In addition to any remedies available to it in the event of late delivery, ACIDI/VOCA may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the total value of the Purchase Order.

**4. Performance.** All services are to be performed to the satisfaction of ACIDI/VOCA. If stated in the scope of work, time is of the essence with respect to the performance. ACIDI/VOCA shall not be billed at prices higher than those stated in this Purchase Order. ACIDI/VOCA shall have no obligation to pay Vendor more than the fixed price or ceiling price stated on the face of this Purchase Order.

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

**6. Force Majeure.** Any non-performance or delay in performance of any obligation of either party under this Purchase Order may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Vendor's suppliers or any labor disruption affecting Vendor specifically, and not Vendor's industry generally, constitute Force Majeure for Vendor. If Vendor is affected by Force Majeure, it will (i) promptly provide notice to ACIDI/VOCA, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on ACIDI/VOCA, including sourcing substitute providers of services from the market, at Vendor's expense, in order to meet ACIDI/VOCA's required completion dates.

**7. Warranty.** Vendor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturers' warranties to ACIDI/VOCA. To the extent that ACIDI/VOCA is held financially responsible for any deficiencies in the services performed by the Vendor, the Vendor agrees to cure such deficiencies at the sole cost to the Vendor. Vendor agrees to deliver/provide the products/services which are the subject-matter of this Purchase Order to ACIDI/VOCA free and clear of all liens, claims, and encumbrances. Vendor represents and warrants to ACIDI/VOCA that: (i) it has no conflict of interest with respect to the Services to be performed for ACIDI/VOCA under this Purchase Order; (ii) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to ACIDI/VOCA; and (b) performing any other obligation under this Purchase Order; (iii) it will not enter into any such agreement, or execute any documents, which will create a conflict of interest or which will prevent it from freely performing any obligation under this Purchase Order; and (iv) it will not knowingly incorporate confidential information of any person or entity not a party to this Purchase Order into any materials furnished to ACIDI/VOCA without prior written notice to ACIDI/VOCA. Vendor further represents and warrants to ACIDI/VOCA as follows: (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of ACIDI/VOCA in return for or in connection with the award of this Purchase Order; (ii) the Vendor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Purchase Order or any other person, which behavior could have had the effect of lessening competition for the award of this Purchase Order or of raising the price of the Deliverables or the Services procured; and (iii) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Vendor or any of its representatives in connection with the solicitation, award or negotiation of this Purchase Order were true and complete when made.

**8. Compliance with Law.** Vendor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country 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, E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", the Copeland "Anti-Kickback" Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352). Unless otherwise agreed, governing law shall be that of the District of Columbia.

**9. Suspension and Termination.** ACIDI/VOCA shall retain the right to direct Vendor to stop work ("Suspension") at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination at their own risk. Under no circumstances shall Vendor receive more than the original value of this Purchase Order. "Termination": ACIDI/VOCA reserves the right to terminate this Purchase Order when: 1. deemed in the best interests of its client; or 2. if the Vendor defaults in performing this Purchase Order and fails to cure the default within 10 days after receiving a notice specifying the default. ACIDI/VOCA shall be liable only for payment under the payment provisions of this Purchase Order for services/deliverables completed and accepted before the effective date of termination. Payments for partial deliverables shall not be made unless explicitly authorized by ACIDI/VOCA in the Termination Letter. This paragraph shall not limit any legal rights to cancel this Purchase Order without further liability for articles not accepted by ACIDI/VOCA. This Purchase Order may be terminated at any time in the event Vendor commits an act of bankruptcy, files or has filed against the petition



of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or is subject to any Suspension/Debarment or other action by the USG. Vendor may be liable to reimburse ACDI/VOCA should ACDI/VOCA incur any additional costs as a direct result of such default termination.

**10. Insurance & Work on ACDI/VOCA's or ACDI/VOCA Client Premises.** Vendor agrees to maintain the adequate insurance coverage against claims arising from injuries sustained by Vendor on ACDI/VOCA's facilities and agrees to be liable for all damages & claims arising against ACDI/VOCA for which the Vendor is responsible. Vendor will maintain a comprehensive general liability insurance policy in the amount of at least \$500,000 per occurrence or the standard, local business practice. Purchase Orders which require performance outside the United States shall contain a provision requiring Worker's Compensation Insurance. The Vendor should refer questions on this subject to the ACDI/VOCA representative named above in Block 6. Upon request Vendor agrees to provide ACDI/VOCA with a Certificate of Insurance or other evidence that the Vendor has procured and currently maintains the required comprehensive general liability insurance, and, if applicable, the Workers Compensation Insurance required under this Paragraph 10.

**11. Independent Relationship.** Vendor agrees that its relationship with ACDI/VOCA is that of an independent contractor and nothing in this Purchase Order shall be construed as creating any other relationship. As such, Vendor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to: compliance with all applicable laws, responsibility for all applicable taxes including VAT, income taxes, social security payments and other such taxes that might occur, licenses, fees, insurance, etc. Neither the vendor nor anyone employed by it shall be, represent, act or be deemed to be an agent, representative or employee of ACDI/VOCA.

**12. Rights in Intellectual Property.** Vendor acknowledges that all Deliverables and work product produced by Vendor, whether alone or jointly with others, in connection with or pursuant to the Vendor's performance under this Purchase Order shall be the sole and exclusive property of ACDI/VOCA. This includes 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 ACDI/VOCA shall be considered a work made for hire, or otherwise ACDI/VOCA property. Vendor hereby assigns and agrees to assign to ACDI/VOCA all of its respective rights, title and interest in such Deliverables and work product, including without limitation all patents and patent rights and all applications for registration of the same, and, upon being reduced to a tangible form, all copyrights therein. To the greatest extent permissible under U.S. copyright laws, each copyrightable element of the property and work product first produced shall be a "work made for hire" in favor of ACDI/VOCA. For items and material of Vendor existing prior to or produced outside this Purchase Order, and incorporated into Deliverables or work product delivered or produced pursuant to this Purchase Order, Vendor hereby grants and agrees to grant to ACDI/VOCA an irrevocable, non-exclusive, fully transferable and sublicensable, royalty-free license to make, use, sell, copy, publish, perform, display, and prepare derivative works from such items and material in connection with ACDI/VOCA's beneficial use, enjoyment and disposition of such property and work product. Vendor agrees to execute such documents of assignment or take such other action as ACDI/VOCA may reasonably request to evidence, perfect or effect the transfer, recordation or protection of rights assigned or licensed.

**13. Rights in Data.** The Vendor understands and agrees that ACDI/VOCA 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 the work and material of this Purchase Order.

**14. Indemnification.** The Vendor shall indemnify, and hold harmless each of ACDI/VOCA and its directors, officers, employees and agents from and against all claims, liabilities, losses, suits, costs, damages, and expenses, including reasonable attorneys' fees and litigation expenses, that ACDI/VOCA may sustain by reason of Vendor's negligent or unlawful actions in connection with its performance under this Purchase Order, or a breach of any of Vendor's warranties contained herein.

**15. Claims and Disputes.** In the event of any dispute, a claim by the Vendor must be made in writing and submitted to the ACDI/VOCA Vice President of Quality and Compliance for a written decision. A claim by the Vendor is subject to a written decision by the Vice President of Contracts and Grants, who shall render a decision within 60 days of receipt of the Vendor's claim. If an equitable resolution cannot be resolved, both Parties agree to settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The non-prevailing Party (as determined by the arbitrator) in the arbitration shall pay all of the associated costs, expenses and attorney's fees in connection with the arbitration and the cost of the arbitrator and any accountants or advisors which the Parties agree to employ for the benefit of the arbitrator. The Subcontractor will proceed with performance of this Purchase Order pending final resolution of any claim.

**16. Changes.** ACDI/VOCA may - with the consent of the Subcontractor - make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Subcontract scope of services. ACDI/VOCA may make unilateral changes, with prior written notice to the Subcontractor, to this Purchase Order by written order issued by ACDI/VOCA where required in writing by the Client. If any change causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed by any such change authorization, ACDI/VOCA shall make an equitable adjustment and modify in writing the Subcontract as applicable. Any claim by Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to ACDI/VOCA's Prime Contracting Officer or designee within thirty (30) calendar days from the date of receipt by Subcontractor of the written change authorization from ACDI/VOCA or within such extension of that 30-day period as ACDI/VOCA, in its sole discretion, may grant in writing at Subcontractor's request prior to expiration of said period. The Subcontractor will not proceed with any changes unless notified to proceed in writing by the Prime Contracting Officer.

**17. Certifications.** Vendor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Asset Control of the U.S. Department of Treasury or UN Security Council Committee 1267 sanctions list; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: [www.sam.gov](http://www.sam.gov); <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>; and [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Vendor may not charge under this Purchase Order any item which has a source/origin from any restricted countries or prohibited sources, as designated by the U.S. State Department. Further, ACDI/VOCA shall not issue purchase orders to entities with a source or nationality of: Cuba, Iran, Libya, North Korea and Syria; and (viii) Vendor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Purchase Order. Any such practice will be grounds for terminating or rescinding the award of this Purchase Order, in addition to any other remedies that may be available to ACDI/VOCA in such event. Violation of any of these certifications is considered a material defect and will lead to the termination of this Purchase Order.

**18. Severability.** If any provision of this Purchase Order is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of ACDI/VOCA without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

19. Order of Precedence. The rights and obligations of both Parties shall be subject to and governed by the following documents in order listed: (a) the cover page of this Purchase Order; (b) the Business Terms and Conditions of this Purchase Order; (c) any Attachments to this Purchase Order; (d) the Client award noted at Block 9; (e) the Federal Terms and Conditions of this Purchase Order. Any conflict occurring among these documents will be resolved in the stated order of precedence.

20. Compliance with Foreign Corrupt Practices Act. By accepting and implementing the terms of this agreement with ACDI/VOCA the awardee and/or contractor certifies that neither it, nor any of its affiliates, partners, owners, officers, directors, employees, and agents have paid, offered, promised to pay or authorized payment of, and will not pay, offer, promise to pay, or authorize payment of, directly or indirectly, any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government for the benefit of ACDI/VOCA or the programs it implements. Further, the awardee and/or contractor agrees to report any suspected improper payment or activity to the ACDI/VOCA Chief of Party or through the ACDI/VOCA Ethics Hotline <https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html>

**THE FOLLOWING CLAUSE APPLIES ONLY TO PURCHASE ORDERS IN WHICH WORK WILL BE PERFORMED IN WHOLE OR PART IN THE U.S.**

21. Anti-discrimination. Veterans Rule: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans."

Disability Rule: "This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities."

**THIS CLAUSE APPLIES TO PURCHASE ORDERS THAT EXCEED \$150,000**

22. Access to Records. If this Purchase Order is a negotiated Purchase Order, ACDI/VOCA, US government donor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any records of the contractor which are directly pertinent to this Purchase Order for the purpose of an audit or examination.

**\*The following tables of Terms & Conditions Apply to Purchase Orders under U.S. Government Prime Contracts Only\***

**FEDERAL TERMS AND CONDITIONS**

This agreement is issued under a U.S. Government Prime Contract. Applicable clauses set forth below are incorporated by reference into this agreement with the same force and effect as if they were set forth in full. A full copy of each clause may be obtained from the ACDI/VOCA Compliance Department. The term FAR means Federal Acquisition Regulation, effective as of January 1, 2014. The terms, "Contractor," "Government" and "Contracting Officer" as used in these clauses shall refer to the Vendor, ACDI/VOCA, and the ACDI/VOCA Compliance Administrator, respectively. This agreement is between Vendor and ACDI/VOCA only and shall not be construed in any way to create a contractual relationship between Vendor and the U.S. Government. The Vendor shall not appeal directly to the U.S. Government without the written consent/concurrence of the ACDI/VOCA Contract Administrator.

**THESE CLAUSES AND STANDARD BUSINESS TERMS AND CONDITIONS APPLY TO ALL CONTRACTS**

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Definitions	52.202-1	Combatting Trafficking in Persons	52.222-50
Restriction on Subcontractor Sales to the Government	52.203-6	Privacy Act Notification	52.224-1
Anti-Kickback Procedures 52.203-7	52.203-	Restrictions on Certain Foreign Purchases	52.225-13
Taxpayer Identification	52.204-3	Patent Rights – Acquisition by the Government	52.227-13
Data Universal Numbering System (DUNS)	52.204-6	Rights in Data – Special Works	52.227-17
Annual Representations & Certifications	52.204-8	Payments Under Time & Materials/Labor Hour Contracts	52.232-7
Protecting Government’s Interest When Subcontracting with Contracts Debarred, Suspended or Proposed for Debarment	52.209-6	Disputes, Alternate I	52.233-1
Material Requirements	52.211-5	Restrictions on Severance Payments to Foreign Nationals	52.237-8
Liquidated Damages (1% of Contract Value/Day)	52.211-11	Stop Work Order, Alternate I	52.242-15
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.213-4	Government Delay of Work	52.242-17
Order of Precedence	52.215-8	Changes-Fixed Price	52.243-1
Convict Labor (U.S. POs only)	52.222-3	Subcontracts	52.244-2
Child Labor- Cooperation With Authorities and Remedies	52.222-19	Inspection of Supplies – Fixed Price	52.246-2
Walsh-Healy Act	52.222-20	Contractor Liability for Personal Injury and/or Property Damage (applies only to POs for transportation services)	52.247-21
Prohibition of Segregated Facilities	52.222-21	Contract Not Affected By Oral Agreement	52.247-27
Affirmative Action Compliance Equal Opportunity	52.222-25	Preference for U.S.-Flag Air Carriers	52.247-63
Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era and Other Eligible Veterans (for POs over \$100,000 only)	52.222-26	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Affirmative Action for Workers With Disabilities	52.222-36	Termination For Convenience of the Government (Fixed Price)	52.249-2
Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	52.222-37	Termination (Cost Reimbursement) (for any cost reimbursable elements)	52.249-6

**THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES**

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Service Contract Act	52.222-41	Inspection of Services – Fixed Price	52.246-4
Changes – Fixed Price Services, Alternate II	52.243-1	Inspection – Time & Materials/Labor Hours	52.246-6
Changes – Time & Materials/Labor Hours	52.243-3	HBCU and Minority Institution Representations	52.226-2

**THESE FAR CLAUSES APPLY TO CONTRACTS \$150,000 AND ABOVE**

CLAUSE TITLE	FAR CITE	CLAUSE TITLE	FAR CITE
Certificate of Independent Price Determination	52.203-2	Payment for Overtime Premiums	52.222-2
Gratuities	52.203-3	Drug-Free Workplace	52.223-6
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-8	Authorization and Consent	52.227-1
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-11	Federal, State, and Local Taxes	52.229-3
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Federal, State, and Local Taxes	52.229-6
Printed or Copied Double-Sided on Recycled Paper	52.204-4	Interest	52.232-17
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Stop-Work Order	52.242-15
Responsibility Matters	52.209-7	Competition in Subcontracting	52.244-5
Updates of Information Regarding Responsibility Matters	52.209-9	Contractor Inspection Requirements	52.246-1
Audit and Records – Negotiation	52.215-2	Limitation of Liability	52.246-23
Integrity of Unit Prices	52.215-14	Limitation of Liability – Services	52.246-25
Price Re-determination – Retroactive	52.216-6	Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
		Default (Fixed-Price Supply and Service)	52.249-8

**THESE CLAUSES APPLY TO USAID CONTRACTS**

CLAUSE TITLE	AIDAR CITE	CLAUSE TITLE	AIDAR CITE
Organizational Conflicts of Interest After Award	752.209-71	Marking	752.7009
Language and Measurement	752.211-70	Family Planning and Population Assistance Activities	752.7016
Source, Origin and Nationality (See AAPD 12-03)	752.225-70	Health and Accident Insurance for AID Participant Trainees	752.7018
Local Procurement	752.225-71	Conflicts Between Contract and Catalog	752.7022
Insurance – Liability to Third Persons	752.228-07	Required Visa Form for AID Participants	752.7023
Salary Supplements for Host Government Employees	752.231-71	Approvals	752.7025
Government Property – USAID Reporting Requirements	752.245-70	Personnel	752.7027
Title To and Care of Property	752.245-71	Acknowledgement and Disclaimer	752.7034
		Public Notices	752.7035

APPENDIX C. TECHNICAL PROPOSAL SUBMISSION SHEET

(Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected.)

Date of Technical Proposal:	
RFP Number:	
RFP Title:	

We offer to provide the goods/services described in the Scope of Work, in accordance with the terms and conditions stated in Request for Proposal referenced above. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified.

The validity period of our proposal is XX days/weeks/months from the time and date of the submission deadline.

TYPE OF BUSINESS/INSTITUTION (CHECK ALL THAT APPLY)

Offeror certifies that it is:  Non U.S. Owned/Operated  Government Owned/Operated

(If Non U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

**OR FOR US ORGANIZATIONS ONLY:**

- Nonprofit  For-Profit  Government Owned/Operated  Large Business
- Small Business  College or University  Women Owned  Small and Disadvantaged Business

ANTI-TERRORISM CERTIFICATION

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The Bidder also verifies that it does not appear on 1) the website of the Excluded Party List: <https://www.sam.gov>; 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml), and 3) The Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>

The undersigned declares s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the original RFP document including attachments from ACDI/VOCA.

**Proposal Authorized By:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Position: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized for and on behalf of: \_\_\_\_\_ (DD/MM/YY)

Company: \_\_\_\_\_

Address: \_\_\_\_\_

DUNS No.: \_\_\_\_\_ Business Registration No. \_\_\_\_\_