# FINAL EVALUATION

## **REQUEST FOR PROPOSALS**

### Livelihood Improvement for Farming Enterprises (LIFE) III

100 005 201	5/01000
RFP Release Date:	March 22, 2017
Performance Period:	April 15 – June 15, 2017
Proposal Submission Deadline:	April 05, 2017
Question/Inquiry Submission Deadline:	March 28, 2017
Question/Inquiry Response Deadline:	March 30, 2017

### USDA FCC-669-2013/040-00



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### 1. INTRODUCTION

ACDI/VOCA is seeking proposals from external consultants to design and carry out a final end–ofproject summative performance evaluation for the Livelihood Improvement for Farming Enterprises (LIFE) III project implemented in 6 counties (Bong, Nimba, Lofa, Gbarpolu, Grand Gedeh, and River Gee) of Liberia. The evaluation will cover the three and a half-year period, from September 2013 through May 2017 and follow USDA requirements for the evaluation of Food for Progress projects. In addition, the evaluation will consider the impact of the three USDA funded LIFE projects starting in 2008 and attempt to identify the overall impact that the LIFE suite of projects have had on the cocoa sector's development in post war Liberia. The successful bidder will conduct a final evaluation of ACDI/VOCA's LIFE III project to determine to what extent the project has empowered smallholder cocoa farmers, farmer organizations, and developed service providers in these six counties to improve livelihoods through increased productivity, quality, and increased access to key inputs, market knowledge and linkages.

The LIFE III project is implemented through the following five components:

- 1. Training: Improved Farm Management
- 2. Capacity Building: Producer Groups/Cooperatives
- 3. Financial Services: Facilitate Agricultural Lending
- 4. Inputs: Develop Agro-dealers
- 5. Market Access: Improved Market Information

The final evaluation will be conducted during the period of April - June, 2017 with preparatory work starting in mid-April, 2017 and final report writing completed by June 15, 2017. Bidders should respond with a proposal to include three components:

- The review and incorporation of data presented in the LIFE III final quantitative end-line survey.
- The LIFE III final qualitative performance evaluation.
- The overall impact of the three LIFE projects based on a review of available documentation, targeted interviews with key sector actors and end data from the LIFE III project.

### PURPOSE OF REQUEST FOR PROPOSAL

ACDI/VOCA is requesting technical and cost proposals from qualified firms to design and carry out an End-of-Project Performance Evaluation, assessing the qualitative and quantitative results of the USDA LIFE III project. Specifically, the evaluation will include:

- 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;
- Assess the programmatic and cost effectiveness of the project's approaches during implementation towards achievement of its objectives and key results within the cocoa value chain;
- Assess whether or not the project activities are replicable and sustainable;
- Identify lessons learned and challenges and make clear, explicit, and actionable recommendations, for the design and implementation of future similar projects.
- Indentify changes in the cocoa sector within the componenets and georgaphies of the LIFE III program and capcity built

Criteria for Evaluation are provided in Section 4.

### SUBMISSION DUE DATE

Registered local/international firms, organizations, and individuals interested in implementing this assignment are requested to submit a technical and financial proposal not exceeding 40 pages, typed in Times New Roman font with 12 font size, 1.15 line spacing, and a paragraph spacing of 6 before and 12 after.

Proposals must be received electronically no later than 13:00 hours (GMT/ Liberian Standard Time), April 05, 2017 to LIFE3HQ@acdivoca.org, with "LIFE III Endline Proposal" mentioned in the subject line. Only shortlisted bidders will be contacted.

### 2. CONTRACT MECHANISM & TERMS OF PAYMENT

ACDI/VOCA anticipates issuing a *fixed price purchase order* to an Offeror.

ACDI/VOCA will issue fixed payment(s) based on submission and ACDI/VOCA acceptance of deliverables. Once an award is issued, it will include a fixed price payment schedule with deliverables specified in Section 12. A copy of the purchase order terms and conditions are attached to this RFP for informational purposes.

### 3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### INSTRUCTIONS FOR PROPOSAL PREPARATION

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section 4. Offerors are expected to examine the specifications and all instructions in the RFP. Failure to do so is at the Offeror's risk. Interested Offerors must provide the following:

### **1. CAPABILITY AND TECHNICAL EXPERIENCE STATEMENT**

Demonstrate capabilities and technical experience by providing the following:

- a. Organization Overview
- b. Capabilities Statement
- c. Project Approach
- d. Website, if applicable
- e. Activity (work) Schedule
- f. Data collection plan

### 2. PROJECT STAFFING

Identify the project staffing and the percentage of the time each will spend on this activity. Include no more than a half-page biosketch for each individual considered essential for the successful implementation of this contract. See section 11 of the Scope of Work for more details.

#### 3. COST PROPOSAL

Offerors will submit a proposed budget with their proposals in a separate file labeled "Budget Proposal." The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in USD. ACDI/VOCA reserves the right to request any additional information to support detailed cost and price.

### 4. REFERENCES

Please include three client references and contact information. References should have worked with your organization within the past two years in connection with the countries or regions (and if possible, subject matter) applicable to this RFP.

### 4. CRITERIA FOR EVALUATION

ACDI/VOCA will evaluate proposals based on a best-value determination; offerors should submit their most competitive price proposal. Proposals will be evaluated using the following criteria:

The following are the evaluation criteria for the Offeror's technical proposal (out of 100 points):

- Offeror's previous relevant experience regarding similar donor, project, and Liberia experience (20)
- Appropriateness of evaluation approach presented (20)
- Team member composition and relevancy (20)
- Time-bound rollout plan (10)
- Data collection, quality assurance, data management plan & smart tools/sound equipment usage (20)
- Analysis plan (10)

Cost proposal reviews will consider:

- Cost reasonableness and allowability of the proposal;
- Cost-effectiveness to achieve deliverables;
- Compliance with ACDI/VOCA and USDA policies and prescribed payment schedule; and
- Appropriate structure of cost proposal (as indicated in Section IV.3.), which should include: Summary of Costs, Breakdown of Staff Remuneration, Travel and DSAs, miscellaneous, overhead costs (if any)

The evaluation committee will review the technical proposal based upon the technical criteria listed above. The cost proposals will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs and the cost-effectiveness of the budget, and will determine whether the costs reflect a clear understanding of the requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be the most advantageous to ACDI/VOCA.

### 5. SOLICITATION PROCESS

Once the RFP is released, Offerors must prepare a formal proposal to be sent to the contact person at ACDI/VOCA as indicated in Section 1. The submitted proposals will be reviewed against the criteria for evaluation defined in Section 4 and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will begin work on the project.

### 6. TERMS AND CONDITIONS

### LATE SUBMISSIONS

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their quotations are received according to

the instructions stated herein. A late offer will be considered if the cause was attributable to ACDI/VOCA or its employees/agents, or if it is in the best interest of ACDI/VOCA.

#### MODIFICATION OF RFP REQUIREMENTS

ACDI/VOCA retains the right to terminate the RFP or modify the requirements upon notification to Offerors.

#### WITHDRAWALS OF PROPOSALS

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by an Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

#### **RIGHT OF NEGOTIATION AND ACCEPTANCE OF PROPOSAL**

This RFP represents a definition of requirements and is an invitation for submission of proposals. ACDI/VOCA reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

ACDI/VOCA may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. ACDI/VOCA may reserve the right to waive any minor discrepancies in a proposal.

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

### VALIDITY OF PROPOSAL

Proposals submitted shall remain open for acceptance for *60 days* from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding.

#### MINIMUM OFFEROR QUALIFICATIONS

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

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics
- Pertinent permissions, insurance, and other required permits as appropriate: i) obtaining all the necessary permissions for implementing the quantitative evaluation data collection. ii) Adhering to country and local formalities and obtaining any required permits related to data collection from human subjects and logistics of survey implementation, as well as health and accident insurance, salary, and taxes for all enumerators and supervisors. **Deliverable:** Evidence of insurances and permits for implementing survey and other data collection activities in electronic form.

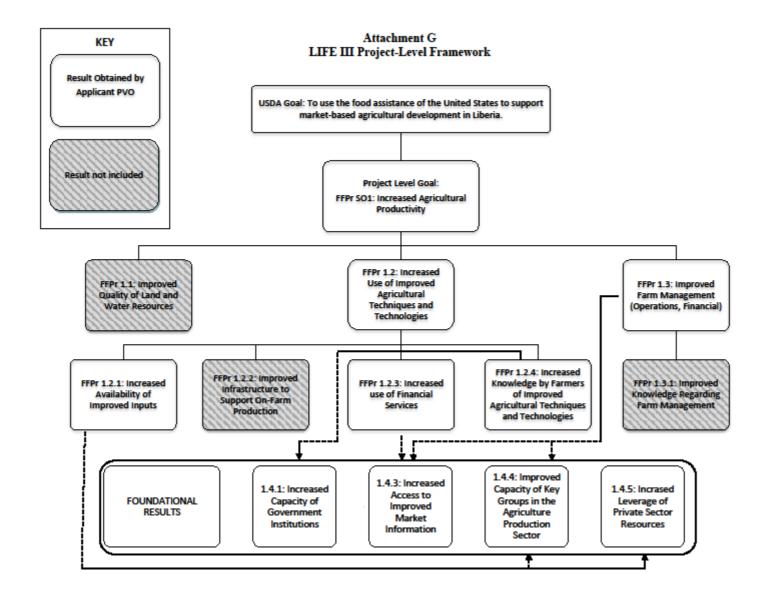
### INTELLECTUAL PROPERTY RIGHTS

All tangible or intangible property created or acquired under this contract shall be the exclusive property of ACDI/VOCA and the donor. The term "property" includes all data and reports associated with this engagement.

### 7. DESCRIPTION OF THE LIFE III PROJECT

LIFE III is the final phase of the Livelihood Improvement for Farming Enterprise (LIFE) program, started in 2008 and will conclude in May 2017. The USDA funded project empowers smallholder cocoa farmers, farmer organizations, and service providers to improve their livelihoods through increased productivity and quality, and access to key inputs, market knowledge, and linkages.

The LIFE III program aligns with Food for Progress Strategic Objective 1 by increasing farmlevel productivity. ACDI/VOCA's signature approaches, Farmer Field schools (FFS) and Farming as a Business (FaaB) trainings, are tailored to increase application of new agriculture techniques and technologies, improve crop diversification, and strengthen farm management practices. The project increases farmers' access to cocoa markets by strengthening their business management capacity, increasing the use of postharvest facilities, establishing market linkages, and facilitating the dissemination of market information. LIFE III has been critical to the successful transition from a cocoa sector in rapid decline for over 30 years to a vibrant sector that has become a key aspect of the GOL's rural poverty reduction strategy and has stimulated private sector investment along with the formalization and growth of strong farming cooperatives and private sector input providers throughout the cocoa belt of Liberia. LIFE III also built the capacity of CARI to support the national cocoa breeding program in collaboration with USDA/ARS Miami and the West Africa Cocoa Breeding group.



### **KEY INTERVENTIONS AND IMPLEMENTATION ACTIVITIES**

Component 1: Training: Improved Farm Management

Trainings on Good Agricultural Practices (GAPs) for sustainable cocoa production have been completed for 3,954 smallholder cocoa farmers at 117 Farmer Field Schools (FFS) around the six project counties. The establishment and management of FFS were sub-awarded to eight local agro-dealers. In addition to providing training to farmers, the local partners also collected waypoints for 1,272 farms using GPS devices.

Other trainings included crop diversification and FaaB training. These complementary trainings will strengthen farmers' business skills and thereby improve their livelihoods. The 30 beneficiary farming groups established 60 sites where agribusiness enterprises were developed with 10 crops complementary to cocoa production.

#### Component 2: Capacity Building: Producer Groups/Cooperatives

During the reporting period, LIFE III in collaboration with the Cooperative Development Agency (CDA) conducted an assessment of twenty-one farmer groups (10 farmer associations and 11 VSLAs) across the project counties using ACDI/VOCA's tailored M4 assessment checklist. The tool evaluates the membership, management, money, and marketing capacity of farmer organizations. As a result, 11 farmer associations were transformed into cooperatives while 10 VSLAs were certificated as credit unions.

Moreover, LIFE III conducted membership awareness training alongside the leadership of farmer groups to recruit additional members with an emphasis on female inclusion. This exercise led to an increase in the membership of 51% - from 6,022 to 12,334 (29% women). Meetings were held between the CDA, the LIFE III gender focal point and the ACDI/VOCA regional gender adviser to identify opportunities to increase registration of women and youth in cooperatives. Currently membership is restricted to one member per household and this is usually the male head of household leading to distortion of membership statistics for women and youth participation.

Furthermore, ACDI/VOCA, through its farmer-to-farmer program, facilitated a second volunteer assignment to train four local agro-institutions (CWAP, UWSD, RAA and Catalyst) on business plan development. The training resulted in the development of four comprehensive business plans for the operation of those institutions.

#### Component 3: Financial Services: Facilitate Agricultural Lending

So far, there are 28 credit unions that have been transformed from VSLAs through facilitation by the LIFE III project. The project continues to work with LCUNA and CDA to strengthen the servicedelivery capacity of those credit unions in order to meet the lending requirements of the Central Bank of Liberia. There has been significant increase in both the membership and the loan portfolio of these credit unions, which creates an enabling environment for reaching more farmers.

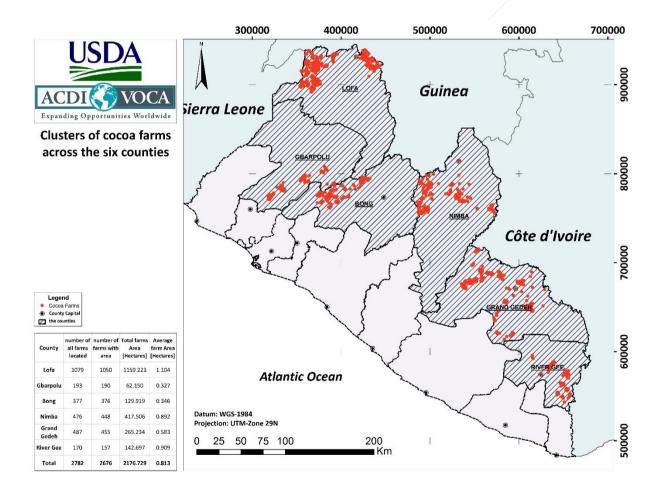
#### Component 4: Inputs: Develop Agro-dealers

Four agro-dealers were subcontracted to establish and manage commercial and community-level cocoa nurseries. These agro-dealers established 37 nurseries with the production capacity of

800,000 seedlings. The project facilitated the training of 74 participants (52 men; 22 women) in nursery management. Those nurseries produced 548,319 cocoa seedlings that were distributed to an estimated 1,235 farmers. 7 agro-dealers have now been registered with the USAID-funded LADA project to receive more advanced training in agro-dealership and development support including grants to construct warehouses and other business facilities.

Component 5: Market Access: Improved Market Information.

LIFE III continues to support the Liberia Produce Marketing Corporation (LPMC) and CDA to ensure that updated cocoa price information is sent to cooperatives/farmer associations. During the reporting period, LIFE III provided training and logistical support to CDA to disseminate market information to farmers through SMS and rural radio networks. CDA will continue LIFE III's partnership with the Liberian National Radio Station (ELBC) to broadcast cocoa market information across the six project counties in the ten local vernaculars.



### 8. OBJECTIVES OF THE EVALUATION

In 2015, and 2016, respectively, a baseline study and midterm evaluation were carried out to measure LIFE III's progress and impact and regular field visits undertaken by staff to collect and analyze information regarding the progress in the program implementation.

LIFE III's project management strategy relies on a sound monitoring and evaluation system of program activities, performance, and results. It uses an annual survey and annual results reporting process for this aim. In addition to these surveys and reporting, a program final evaluation is another important and timely tool for the program's monitoring and evaluation plan.

Complying with ACDI/VOCA M&E policy and in accordance with LIFE III's Monitoring and Evaluation Plan, a Final Evaluation shall therefore be carried out after over three years of project implementation. Additionally, LIFE III is the third phase of the LIFE programs. This final evaluation should take into consideration the cumulative impact of LIFE I, II, and III implementation through various methodologies, suggested below. The final report should speak to this cumulative impact, within the purview of LIFE III implementation. Therefore, the purpose of this final evaluation will be to provide an assessment of the results achieved, reasons for levels of achievement or non-achievement, and lessons learned from the LIFE III project. The evaluation will be externally led by the selected consulting firm.

Specifically, the endline evaluation will examine the following key areas:

- i. Assessment of project progress to meet its stated goals and objectives
- ii. Assessment of project design, implementation and achievements, including changes in context and review of assumptions
- iii. Assessment of the extent to which the project resources have led to the achieved the results
- iv. Assessment of the effectiveness of the activities undertaken and produced outcomes to meet the project objectives and goal
- v. Assessment of sustainability of project outcomes
- vi. Assessment of beneficiary rating of project services as stated in the project agreement
- vii. Degree to which the project fostered systemic change in targeted market systems and the broader Liberian cocoa sector
- viii. Document lessons learned

### 9. EVALUATION METHODOLOGICAL APPROACH

The Evaluation study will focus on institutional changes in capacity in the Liberian cocoa sector and the provision of quality services as well as changes to behavior, income, and participation in markets at the household or farm level. Methods will include an assessment of major documents from all three LIFE projects and interviews with key cocoa sector stakeholders, particularly those who span the project period. A household survey will be conducted to determine impact at the producer level. The sample must be designed to generalize the results to the target population and compared to baseline or previous outcome results. The evaluation will use both quantitative and qualitative methods including both a review of the progress made in terms of the performance indicators, and the use of other existing data to triangulate results. The qualitative data will be collected using focus group discussions, key informant interviews, and secondary data review. Focus group discussions and the key informant interviews include major stakeholders, partners, and beneficiaries. The quantitative data will be collected through household and farm surveys using well-structured questionnaires to be developed by the consultant, using the questionnaire utilized at baseline and

mid-term as the basis. In order to incorporate gender-sensitivity the evaluation will ensure that there are an agreed upon number of gender disaggregated interviews, focus groups and meetings.

Additional sources of information for the evaluation will include project data and recommendations made in the mid-term evaluation. The qualitative review will focus on gathering relevant qualitative data that will facilitate a deeper understanding of processes and approaches, perceptions and behaviors and other factors that have contributed to achievement and/or non-achievement of objectives. For the quantitative survey major outcome indicators that must be addressed in this evaluation were already identified and are listed in the table below.

In addition, the consultant should review each indicator in the IPTT and PMP to understand program objectives and to sort relevant related indicators be addressed in the evaluation. The Evaluation Team Leader should propose a detailed methodology and evaluation work plan to carry out the framework suggested by this Scope of Work. The Evaluation Team should use the following means to surface the information:

#### Randomized Evaluation Design

The household survey/farmer study population should include a randomized sub-sample of households in the 6 targeted counties. Given that the evaluation will be mainly qualitative, the data collection at the community level will be based on a purposive sampling. Villages that have benefited from LIFE III activities will be sorted into several categories, taking into account several criteria such as level of participation in the project, geographical access, population size, socioeconomic status, etc. Furthermore, a number of villages will be selected from each group to host the data collection exercise. The criteria will be further elaborated by the M&E team in collaboration with the LIFE III staff and revised by the selected firm during the process of sites/village selection.

#### Refinement of survey methodology and tools

When developing endline survey methodology and tools the consultant is expected to:

- i. Consider the methodology and outputs of previous baseline and mid-term surveys.
- ii. Develop a methodology for project and control groups to delineate the differences made due to the implementation of the project using a pre (baseline) and post (midterm) survey comparison. This will allow for comparison between those participating and not participating in project activities, thus confirming that changes are attributable to project activities.

In close collaboration with the LIFE III team, the Offeror will develop an appropriate study methodology, including but not limited to the following:

- sampling frame,
- sampling technique,
- survey design
- sample sizes for both
  - quantitative (sample size and response criteria for quantitative parts should be similar to baseline at 5% confidence interval/ margin of error, 95% confidence level, 5% contingency, and if required, consider design effect)<sup>2</sup> and
  - qualitative parts,
- data collection tools (quantitative and qualitative as required) that will provide information on indicators relevant to the evaluation,
- schedule for collecting data, and
- data analysis plan, which will be reviewed by LIFE III before commencing fieldwork.
- Pilot developed tools to ensure their efficacy

#### Field data collection

- Plan and coordinate all the necessary logistics to collect qualitative and quantitative data in collaboration with LIFE III.
- Pretest, edit, translate (if needed), finalize, and reproduce the survey instruments.
- Train and orient field interviewers and enumerators.
- Carry out fieldwork to collect quantitative and qualitative data with support from LIFE III field staff.
- Conduct focus group discussion with key informants.

#### Data entry, analysis, and reporting

- Enter, clean, synthesize, analyze, and interpret data from both the quantitative surveys and the qualitative studies.
- Apply statistical techniques for designing, analyzing and reporting the data. The information should be disaggregated by counties, project versus control areas, and as disaggregated in the approved PMP (e.g., gender) with respect to each of the indicators.
- Determine the comparability of groups, establish project and control groups as part of the evaluation in order to test the comparability of communities on certain indicators and to detect causality.
- Prepare a draft report addressing the objectives of this evaluation.

#### Sharing report and other necessary information/ documents

- Develop a PowerPoint presentation of evaluation findings, present orally and submit to LIFE III and stakeholders.
- Prepare and submit final evaluation report addressing feedback from the presentation and recommendations on the draft report.
- Submit clean and final English versions of quantitative data sets in SPSS file format, and qualitative transcripts, field and interview notes in MS Word file format to LIFE III.
- Produce high-quality (at least twenty) pictures of the process.

#### Envisaged data collection methods will include at minimum the below elements:

- Household/Farmer Group surveys: using a structured questionnaire. A sample of randomly selected households will be interviewed with a focus on outcome indicators. The consultant will be required to determine the appropriate sample size (ideally same as baseline). The household/farmer group questionnaires should be similar to the one used during the baseline survey for the purpose of making comparisons.
- 2) Document Review: A review of the entire project documentation, including the agreement/project description document (Fixed Obligation, In-Kind, Beneficiary and Sub-award Agreements), submitted reports, such as: Annual Results Reports, any evaluation reports and their associated tools (particularly baseline) and changes requested by the Mission will be essential to the evaluation process. Access to Pipeline and Resource Estimate Proposals, Resource Requests, training manuals and reports and grantee reports are available as needed (Project documents, quarterly and annual reports, M&E plan, routine monitoring data, annual survey reports, etc.). The evaluation team will carefully review all available documentation prior to the finalization of the methodology and the data collection phase in the field. LIFE III team will provide all the requested documents by the evaluation team including the following:
  - Technical proposal
  - Performance Monitoring Plan and M&E plan

- Indicator Performance Tracking Table (IPTT)
- Baseline report and tools
- Midterm report and tools
- Annual Results Reports for the program
- Annual Resource Requests (PREPs) for the program
- Monetization Agreements
- Gender strategy
- Formative Research Report
- All relevant reports
- Volunteer reports
- 3) Key informants Interviews: with USDA representatives in Ghana, Washington D.C., and the USDA/ARS station in Miami, GOL officials from the Ministry of Agriculture, Ministry of Commerce, CDA, CARI, President's office, CSTWG members, representatives from county offices, project partners including Wienco, CWAP, Catalyst, LCC and others, producer organizations, field based government technical staff (extension, health center agents, etc.) and local government bodies collaborating with the program. Some key informants will likely have suggestions for people who should be interviewed and can possibly assist in locating resource people from the LIFE I and II project periods.
- 4) Interview with the implementation staff: ACDI/VOCA key staff and the Local Implementation Partners, etc. This will allow LIFE III to identify project weaknesses, strengths, and opportunities that could be addressed to improve project management and implementation.
- 5) *Focus groups*: with different groups of project beneficiaries including two farmer groups in Bong, Nimba, and Lofa Counties as well as with two unorganized groups in each county. For gender sensitivity, the evaluation team will ensure that both women and men are interviewed in a significant manner to ensure representativeness of results. In addition, the evaluation team, including the interviewers, will be gender representative in its composition to encourage trust and facilitate the data collection process.

During the processes of bidding and recruitment, evaluation firms will be invited to suggest other sound data collection methods in addition to those listed above.

#### **Quantitative Data Collection:**

During April and May 2017, a population-based survey will be conducted as part of LIFE III's Final Evaluation to measure endline levels of impact indicators and outcome indicators listed in the table below. Following data collection, entry, and analysis, the Endline survey results will be statistically compared with the baseline data.

Table 1 - Indicators to be considered during the evaluation

Activity	Indicator	Target for FY 2013	Target for FY 2014	Target for FY 2015	Target for FY 2016	Target for FY 2017
	Certification of new cooperatives by CDA	0	0	0	24	24
	Joint supervision visits with CDA to producer groups	0	0	0	90	90
	Number of CDA field staff completing capacity-building training in farmer organization outreach, assessment and support	0	5	10	12	18
	Number of farmers implementing pilot grants to groups for artisanal processing capacity to produce byproducts from subgrade cocoa.	0	60	90	90	150
	Number of leadership of producer groups that received training	0	0	0	129	129
	Number of members of project- sponsored farmer associations established under the three phases of LIFE	0	9,000	9,500	10,000	12,000
FinancialServices:Facilitate Agricultural Lending	Number of cocoa farmers accessing financial services	0	1,000	2,500	5,000	5,000
	Number of value-chain financing arrangements for the sale of cocoa in a given season (not cumulative)	0	5	15	20	30
	Number of Village Savings and Loans Clubs certified as credit unions	0	5	10	17	20
	Total value of loans disbursed to farmer associations by financial institutions (USD)	0	10,000	25,000	50,000	500,000
Inputs: Develop Agrodealers	Cocoa seedling distributed or sold to farmers as a result of the project activities	0	0	0	800,000	1,200,000
	Local businesses or associations providing new agricultural packages	0	3	6	8	8
	Newor improved kinds of planting material and cocoa-specific fertilizer, pesticides or fungicides available to farmers	0	2	4	4	50
	Number of cocoa nurseries established that provide improved, reasonably priced planting material available to smallholder farmers	0	6	15	18	40
	Number of public-private partnerships formed as a result of USDA assistance	0	2	3	4	9
Training: Improved Farm Management	Kilograms of cocoa harvested per hectare	0	0	0	200	210
	Number of cocoa farmers applying improved farm management techniques	0	5,750	7,750	9,000	9,000

	Number of demonstration sites established	0	0	0	190	190
	Number of Farmer Field Days	0	0	0	3	6
	Number of farmers receiving training in Farming as a Business principles	0	6,000	8,000	10,000	10,000
	Number of farmers receiving training under LIFE III	0	1,810	3,700	5,590	12,800
	Number of hectares subject to improved cocoa husbandry techniques	0	5,000	7,000	8,000	8,000
	Number of individuals trained in income diversification activities (i.e. community vegetable gardens, livestock management)	0	7,000	9,000	10,000	10,000
Market Access: Improved Market Information	Number of cocoa farmer associations that regularly provide updated market information to their members	0	5	10	25	30
	Number of farmers who are able to access current prices for cocoa	0	0	5,000	7,000	12,000

Result	Indicator	Baseline	Final Target
Contribution to Feed the Future	Number of farmers and others who have received training on improved agricultural techniques and technologies as a result of USDA assistance	0.00	12,800
	Number of farmers and others using financial services as a result of USDA assistance	0.00	5,000
	Number of farmers and others who have applied improved farm management practices (i.e. governance, administration, or financial management)	4,750.00	9,000
	Number of farmers and others who have applied new techniques or technologies as a result of USDA assistance	0.00	6,300
	Number of farmers and others who have received training on improved farm management practices (i.e. governance, administration, or financial management) as a result of USDA assistance	5,000.00	10,000
	Number of hectares under improved techniques or technologies as a result of USDA assistance	4,000.00	8,000
	Number of individuals receiving short-term agricultural sector productivity or food security training as a result of USDA assistance	4,000.00	12,800
	Number of private enterprises, producers organizations, water users associations, women's groups, trade and business associations, and community-based organizations (CBOs) that applied new technologies or management practices as result of USDA assistance	0.00	8
	Number of public-private partnerships formed as a result of USDA assistance	0.00	9
	Value of agricultural and rural loans provided as a result of USDA assistance	0.00	500,000
ncreased Agricultural Productivity	Number of individuals benefiting directly from USDA-funded interventions	0.00	10,000
	Number of individuals benefiting indirectly from USDA-funded interventions	0.00	50,000
	Volume of selected crops produced / harvested per hectare (yield)	150.00	210
Increased Leverage of Private- Sector Resources	Number of private sector institutions that are providing monetary or in- kind resources in support of agriculture.	0.00	4

Increased Capacity of Government Institutions	Number of project-trained government agricultural extension agents and specialists	0.00	18
Increased Access to Improved Market Information	Number of cooperatives that regularly provide updated market information to their members	0.00	30
	Number of farmers who have ready and frequent access to at least one source of current agriculture market information	0.00	12,000
Improved Capacity of Key Groups in the Agriculture Production Sector (Coops and Small Shareholder Farmers)	Number of members of targeted producer associations/cooperatives	8,000.00	12,000
Increased Use of Improved Agricultural Techniques and Technologies	Number of agricultural producers using improved agricultural techniques and technologies	4,000.00	10,000
	Number of farmers and others who have applied new techniques or technologies as a result of USDA assistance	5,600.00	11,900
	Number of hectares being managed under improved techniques or technologies	4,000.00	8,000
Increased Availability of Improved Inputs	Number of agricultural input suppliers in the target region that supply/sell improved inputs (e.g., high yield seeds, fertilizer, etc.)	0.00	8
	Number of quality cocoa seedlings distributed or sold to farmers	1,000,000.00	1,200,000
	Number of specific improved inputs available to farmers in target region (e.g., different types of HY seeds)	0.00	50
IncreasedUseofFinancial Services	Number of farmers benefitting from using financial services as a result of USDA assistance	0.00	5,000
	Number of loans disbursed to farmers and others as a result of USDA assistance	0.00	20
	Value of agricultural and rural loans provided to farmers and others as a result of USDA assistance	0.00	500,000
Increased Knowledge by Farmers of Improved Agricultural Techniques and Technologies	Number of farmers and others who have received training on improved agricultural techniques and technologies as a result of USDA assistance	0.00	12,800
Improved Farm Management (Operations, Financial)	Number of farmers and others who have applied improved farm management practices (i.e. governance, administration, or financial management	4,750.00	9,000
	Number of farmers and others who have received training on improved farm management practices (i.e. governance, administration, or financial management) as a result of USDA assistance	5,000.00	10,000

### QUALITATIVE DATA COLLECTION

Evaluation Questions per project Strategic Objective

Criteria	Evaluation Questions	Suggested Sub-Questions Specific for each component
Relevance	<ul> <li>To what extent was LIFE III effective in achieving its strategic objectives ? Were the planned activities appropriate to strengthen the cocoa sector value chain in Liberia?</li> <li>How effective were the partnerships developed with GoL at national, county, and village level? Were the projects supportive of Liberia's development objectives? Was there a well-developed exit strategy effectively communicated?</li> <li>How did the stakeholders perceive the project activities and understand anticipated outcomes?</li> <li>How appropriate were the technologies</li> </ul>	<ul> <li>What were the key changes that the project introduced at the national level?</li> <li>Were there major cocoa sector areas that were not addressed?</li> <li>What were the most positive intervention(s) in terms of behavior change promoted by the program?</li> <li>What technologies are mostly adopted by farmers? What factors had the most positive influence on the adoption rate?</li> </ul>

Criteria	Evaluation Questions	Suggested Sub-Questions
Effectiveness	<ul> <li>and practices promoted by the project given the context/location of the project and targeted beneficiaries?</li> <li>To what extent did the projects achieve the stated goals and objectives? Specifically, were the annual monitoring indicators (activities and outputs) and outcome targets successfully reached?</li> <li>What are the factors that hindered/assisted the effective integration of activities? Specifically, what were the most significant constraints and/or difficulties in implementing the project and, where appropriate, how did the LIFE projects overcome them? What were the lessons learned regarding these constraints?</li> <li>How effective was the LIFE III project management structure and the management of the project? What was the relationship between partners and how did this impact on achieving program objectives?</li> <li>Did the project have a clearly defined comprehensive M&amp;E plan? To what extent was the M&amp;E system effective and functional in providing oversight and direction to project management team?</li> </ul>	<ul> <li>Specific for each component</li> <li>How well did the LIFE projects integrate gender aspects in its programming to enhance women's access to agriculture resources and benefits?</li> <li>How effective was the farmer field school methodology in promoting behavior change?</li> <li>How effective was the FaaB training in terms of adoption and what were the key aspects that were most utilized among adopters?</li> <li>Was the farmer field school approach using community facilitators effective in promoting improved agricultural technologies to individual farmers?</li> <li>Was the provision of agricultural training, inputs &amp; market linkages effective in promoting farmers to diversify and grow more nutritious crops?</li> <li>How effective were the grants and what lessons learned can be drawn as to what was most effective and what could be improved?</li> </ul>
Potential Impact	<ul> <li>Are there any unintended, positive and negative, long term effects of the LIFE projects?</li> <li>Which promising practices, approaches, methods, and tools used by the project have improved the capacity of the cocoa sector in Liberia to be competitive and enjoy sustainable growth and that are worth highlighting?</li> <li>What are the "institutional legacies" that the project will leave behind?</li> </ul>	<ul> <li>Are there systematic evidences of improved practices or behavior changes that can be linked to the LIFE project approaches, for example in the Farmer Field Schools, FaaB trainings and VSLAs? How can the approaches be more effective?</li> <li>What significant changes in the services and practices from key cocoa sector stakeholders can the project claim to be a result of implemented activities?</li> </ul>
Sustainability	• In what ways have the beneficiary target	• Will producers have

Criteria	Evaluation Questions	Suggested Sub-Questions Specific for each component
	<ul> <li>groups and individuals adopted the practices and technologies promoted by the project? Are there outside factors that influenced the success rate? What are key obstacles to continuing approaches after the program ends?</li> <li>Do beneficiaries believe their households are more resilient as a result of the program? More importantly, will they remain so after the program ends? If not, how do they believe they will continue to be supported?</li> </ul>	<ul> <li>continued access to needed information and technologies after the end of the project?</li> <li>Has the GOL finalized the national cocoa strategy and signed the policy change for the establishment of LACRA?</li> </ul>
Lessons Learned	• What can we learn from the LIFE projects that will inform future cocoa sector activities in Liberia and possibly the region?	
Cross-cutting Themes	<ul> <li>Have the project services been environmentally compliant and or facilitated environmental sustainability?</li> <li>How effective is the project at reaching women? To what extent did the LIFE projects succeed in the promotion of more equitable access to resources for women?</li> </ul>	<ul> <li>Have farmer level training messages discouraged expansion into protected areas?</li> <li>Do women and men benefit equally from the program? To what extent has women's' participation in different activities improved their leadership and decision power?</li> </ul>

### COMPOSITION OF THE EVALUATION TEAM

The evaluation team shall consist of a multi-disciplinary team, inclusive of cocoa value-chain subject matter experts, statistical analysis experts, and experienced enumerators.

The evaluation team will be under the responsibility of a Team Leader (TL) who will work alongside the LIFE III M&E unit and ACDI/VOCA's Regional M&E Specialist for the planning and implementation of the study. Extensive experience in implementing or evaluating food security programs and experience in leading evaluations will be the key determining factor in hiring the evaluation team leader. However their knowledge of the local context, socioeconomic, cultural, institutional, and environmental parameters will also be considered. This latter experience will be useful during the finalization of tools, data collection, and analysis. The TL will be the main contact with the M&E unit and will be responsible of all the deliverables.

USDA and Ministry of Agriculture representatives will be notified of all phases of the final evaluation.

### 10. INVOLVEMENT OF USDA

As a key partner, USDA will be invited to participate in the following:

• Review and approve the TOR;

- Initial briefing with the consulting firm to provide feedback on the TOR and to highlight areas of interest;
- Participation in the summary presentation of the preliminary findings;
- Review of draft report; and
- Acceptance of final report.

### 11. QUALIFICATIONS REQUESTED FROM CONSULTANCY FIRM AND TEAM LEADER

A specific SOW will clarify roles and responsibilities of each team member, expected outputs, and date of delivery. This will be developed further by the LIFE III M&E unit upon approval of the current SOW. However the team's qualifications and requirements can be found below.

The final evaluation team will be composed of:

- A team leader with extensive experience in evaluation coupled with significant knowledge of qualitative survey methodology in the domains of nutrition, agriculture, resilience, and/or Title II development programs. S/he will be responsible for designing, organizing, implementing, and documenting the results of the final evaluation. The team leader will lead the evaluation team and will be assisted by two key specialists.
- 2) A Cocoa Expert
- 3) An Agricultural/Livelihood/Value Chain & Market Systems (Ag/LH&MS) Expert
- 4) Gender specialist
- 5) A statistician
- 6) An expert in qualitative surveys

Below is the desired profile of the evaluation team:

The Evaluation Team Leader should have:

- Advanced degree with background and suitable expertise in food security, agriculture, rural development, or related academic fields relevant to the evaluation;
- Demonstrated experience leading at least three multi-sectoral, program performance evaluations, preferably of USDA-funded programs in developing countries;
- At least 10 years' experience in evaluation using qualitative tools, implementation; or evaluation of agriculture/food security/health and nutrition programs;
- Demonstrated experience in qualitative data collection— including qualitative research study design, experience interpreting quantitative findings, tool development, data collection, data analysis, and reporting;
- Experience in integrating gender in evaluation is necessary;
- Excellent verbal and written communication in English required;
- Previous experience working in rural Liberia or in the region will be preferred;
- Strong critical analysis and report-writing skills required (a writing sample may be requested); and
- Experience working with USDA reporting and assessment tools.

The Agriculture (Ag), Livelihood (LH) and Value Chain/Market Systems Expert should have:

- Advanced degree in rural development, agronomy, development, livestock, geography, international development, or related field;
- Expertise in one or more of the following areas preferred: value chain analysis, market systes development and analysis, income generation, villages loan schemes, savings and credit

groups, or small/medium enterprises, in addition to the farmer field school training methodology;

- Demonstrated experience designing and implementing at least two qualitative performance evaluations of Ag/LH programs/strategies in developing country contexts;
- Experience implementing Ag/LH programming in developing country contexts preferred;
- Demonstrated expertise in quantitative and qualitative data collection and analysis including qualitative research study design, tool development, data collection, data analysis, and reporting;
- Knowledge and experience with multi-sectoral, and food assistance approaches to improving Ag/LH;
- Previous experience working in rural Liberia or in the region preferred;
- Experience in integrating gender in evaluation; and
- Excellent verbal and written communication in English required.

### 12. LIFE III RESPONSIBILITIES

LIFE III will perform the following functions under the SOW:

- Liaise and organize meetings between key stakeholders and the consultancy firm;
- Provide logistical and administrative support to the consultancy firm, including necessary information to facilitate the work of the evaluator;
- Assist with the planning and organizing of meetings and focus group discussions according to an agenda to be provided by consultancy firm;
- Provide in a timely fashion, all necessary documentation (project document, reports, IPTT/data, list of villages/communities, other documents) requested by the evaluation team as available;
- Coordinate with the Team Leader in the selection of the villages;
- Share the first draft of the evaluation report with LIFE III staff; and
- Compile all the comments and send to the Team Leader for the finalization of the report.

#### Logistics:

- It is expected that each evaluator will have and bring his/her own laptop computer and associated software, and be able to load appropriate printer drivers for use on locally available printers. The preferred software program is Microsoft Windows.
- ACDI/VOCA will assist with the field travel arrangements as much as possible, but there may be instances when the evaluation specialist will have to direct or arrange travel to and from focus group interviews and other meetings. The evaluation specialist will be asked to provide a list of confirmed interview locations.

### 13. EXPECTED OUTPUTS FROM THE CONSULTANCY FIRM

The Team Leader will be accountable for the following:

- Finalizing the evaluation questions, methodology, as well as interview and focus group guiding questions and informed consent forms in coordination with the M&E unit;
- Conceiving and developing the data collection tools (questionnaire, focus group guides, interview protocol, etc.);
- Conducting the data collection and supervising the field administration of the questionnaire/tools;
- Organizing in collaboration with LIFE III a debriefing session with the aim to share the preliminary findings;

- Analyzing collected data and submitting a complete standard report with outlines and fully written text in a timely manner;
- Submitting to LIFE III all the documents related to the study (filled questionnaires, electronic versions of the collected data, training manual, fieldwork logs, etc.);
- Draft a preliminary report taking into account the discussion during the restitution;
- Revise the draft taking into account the comments and provide a final report; and
- A completed IPTT table.

### 14. DELIVERABLES

A. Inception Report: The selected consultant should submit an inception report detailing among others, the secondary data colleted, the endline process and methodologies to be employed to achieve the objectives of the final evaluation. The report should include the sampling frame, data collection tools, the interview schedules and other important time schedules and milestones for this exercise (i.e. a workplan). The consultant will present the inception report to ACDI/VOCA for review and further input. This shall be done within the first five days after the consultancy contract is signed between AV and the consulting firm.

B. A Draft Evaluation Report: The evaluator will submit 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 to implementing partners' and project staff.

D. Final Evaluation Report: Submit an electronic copy of a final Evaluation Report within four days after the draft report is presented to the project. 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. Associated data, meta-data and final tools and described methods should be a part of this package. This includes an electronic folder of applications, modules, scripts developed to organize process and analyze data.

#### Penalty

Please note that a report that does not meet the management's expectations in terms of quality will not be accepted. A penalty will also be imposed for late submissions at a rate of 2.5% of the total value of the consultancy. This will be charged on a daily basis.

#### Logistics

The assignment will require travel to and stay in target project regions as well as the control area. For an international/regional final evaluation team, office space can be managed by LIFE III Liberia, if required. Other than office space, all resources (man and material) should be arranged by endline evaluation team.

### **15. REPORT OUTLINE**

The Team Leader of the Final Evaluation team shall be responsible for submitting the draft and final accepted report to ACDI/VOCA management in Liberia head office for review and final approval. Draft reports will be subject to written comments, clarification, and/or elaboration. The final report will be submitted by the Final Evaluation Leader after ACDI/VOCA has reviewed the report and all comments or requested clarification/elaboration are responded to by the evaluation team in the report.

The final Final Evaluation report should be delivered to ACDI/VOCA Liberia in hard copy as well as on CD. Preferred software is Microsoft Word and Microsoft Excel. There should be a title page, a list of acronyms, a table of contents, and page numbers. The preferred font is Times New Roman 12. All collected data must be cleaned and presented with metadata. All qualitative data coding strategies must be duly outlined and included. Data can be transferred as SPSS files as well.

The TL will submit a final report in electronic version following the outline below.

Ι.	Title Page
II.	Table of Contents
III.	List of Acronyms
IV.	Acknowledgements or Preface (optional)
ν.	Executive Summary
	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.
VI.	Presentation of project LIFE III
	A. Overview of the Strategy
	B. Histories and context within the LIFE project(s)
VII.	Purpose and objectives of the final evaluation

- A. Summary of methodology of the evaluation
- VIII. Findings
  - a. Component 1
  - b. Component 2
  - c. Component 3
  - d. Component 4
  - e. Component 5
  - f. Cross-cutting factors
  - g. Overall impacts LIFE I LIFE III
- IX. Summary and Conclusions:
- X. Recommendations for design of similar projects in the future

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.

- A. Evaluation Statement of Work
- h. Places visited; list of organizations and people interviewed, including contact details.
- i. Detailed Evaluation design and methodology.
- j. Copies of all tools such as survey instruments, questionnaires, discussions guides, checklists.
- k. Bibliography of critical background documents.
- I. Meeting notes of all key meetings with stakeholders.
- m. "Statement of Differences"
- n. Evaluation Team CV's
- o. Disclosure of Conflict of interest (signed by each member.)
- p. Pictures and other relevant source documents.

### 16. DRAFT EVALUATION WORK PLAN

Dates	Activity	# workdays
Wed April 19 <sup>th</sup>	Briefing for Evaluation Team Leader by LIFE III M&E Manager, COP	

Dates	Activity	# workdays
Prior to evaluation	Documentation review	3 work days
Wed April 26 <sup>th</sup>	Inception Report and Draft Methodology presented to LIFE III M&E Manager and COP	
Thursday April 27 <sup>th</sup> – Monday May 1st	Meetings with stakeholders and partners (Government partners, donors, other key stakeholders) in Monrovia	3 work days
Tuesday May 2 <sup>nd</sup> — Thursday May 25 <sup>th</sup>	Field visits, interviews with local authorities, community members, beneficiaries	21 work days
Wednesday May 31 <sup>st</sup>	Consultation meeting to present preliminary findings and recommendations to the LIFE III M&E Manager and COP	1 work day
Thursday June 1 <sup>st</sup> – Wednesday June 14 <sup>th</sup>	Further drafting of the evaluation report, taking into consideration comments from Consultation meeting as appropriate.	12 work days
Thursday June 15 <sup>th</sup>	Submission of Draft Final Report to ACDI/VOCA	
Tuesday June 20 <sup>th</sup>	Submission of comments on draft evaluation report by ACDI/VOCA to evaluation team.	
TBD	Prepare Final Evaluation Report, taking into consideration comments on draft report as appropriate.	2 work days

\*Due to closeout date of project, compliance with the above timeline is critical to the success of the evaluation. Please take this into consideration when drafting proposals. Any necessary deviation from these dates should be raised in submissions and would need approval before offerors being contracted.

### 17. MISCELLANEOUS

Ownership of informational findings and report material: All reports, information, and data sets/ syntaxes/codebooks produced during this consultancy will be the property of ACDI/VOCA and will be disseminated at ACDI/VOCA's discretion. In the event of sensitive matters being included in the report, ACDI/VOCA reserves the right to withhold dissemination of part of or the whole of the report. Confidentiality: The Final Evaluation evaluator shall treat as confidential all knowledge of ACDI/VOCA, including all documents and information shared, and follow its policies and procedures governing the release of information to anyone outside is organization.

Disagreements: All disputes arising between ACDI/VOCA and the consultant will be settled by use of a third party mediator.

No Liability: There is no employment relationship between ACDI/VOCA and the consultants or the firm hired to perform this SOW. This SOW is an agreement only for the provision of professional services and its deliverables. Consultants are responsible for making their own arrangements for payment of taxes.

ACDI/VOCA will not be responsible for any liability in the course of the final evaluation.

### 18. APPENDIX A. PURCHASE ORDER GENERAL TERMS AND CONDITIONS

#### 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 ACDI/VOCA.

2. Proprietary Information & Confidentiality. Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by ACDI/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 ACDI/VOCA to do so. Vendor agrees to execute ACDI/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 ACDI/VOCA's receipt of an acceptable invoice and ACDI/VOCA's acceptance of the completed products/services in accordance with (B) "Inspection and Acceptance" below, together with any required documents. ACDI/VOCA is under no obligation to pay Vendor's invoices received later than 90 days after acceptance. Payment of Vendor invoices by ACDI/VOCA shall not constitute final approval of the invoices. All charges invoiced by Vendor may remain subject to ACDI/VOCA and/or government/Client audit and subsequent adjustment. Vendor agrees to reimburse ACDI/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 ACDI/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 ACDI/VOCA. Vendor shall provide immediate notice to ACDI/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 reprocurement as may be necessary for ACDI/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, ACDI/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.

<u>4. Performance</u>. All services are to be performed to the satisfaction of ACDI/VOCA. If stated in the scope of work, time is of the essence with respect to the performance. ACDI/VOCA shall not be billed at prices higher than those stated in this Purchase Order. ACDI/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 ACDI/VOCA upon acceptance of such product/service by ACDI/VOCA.

<u>6. Force Majeure</u>. 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 ACDI/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 ACDI/VOCA, including sourcing substitute providers of services from the market, at Vendor's expense, in order to meet ACDI/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 ACDI/VOCA. To the extent that ACDI/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 ACDI/VOCA free and clear of all liens, claims, and encumbrances. Vendor represents and warrants to ACDI/VOCA that: (i) it has no conflict of interest with respect to the Services to be performed for ACDI/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 ACDI/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 ACDI/VOCA without prior written notice to ACDI/VOCA. Vendor further represents and warrants to ACDI/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 ACDI/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 (40USC276-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.

<u>9. Suspension and Termination</u>. ACDI/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": ACDI/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. ACDI/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 ACDI/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 ACDI/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.

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.

<u>13. Rights in Data</u>. 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 arbitrator shall pay all of the associated costs, expenses and attorney's fees in connection with 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.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx; and 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.

<u>18. Severability.</u> 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.

<u>19. Order of Precedence.</u> 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. <u>Compliance with Foreign Corrupt Practices Act</u>. 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 <a href="https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html">https://secure.ethicspoint.com/domain/media/en/gui/26304/index.html</a>

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

21. <u>Anti-discrimination</u>. 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	CLAUSE TITLE	FAR				
Definitions	CITE	Combatting Trafficking in Persons	CITE				
Restriction on Subcontractor Sales to the	52.202-1	Privacy Act Notification	52.222.5				
Government	52.203-6	Restrictions on Certain Foreign Purchases	0				
Anti-Kickback Procedures 52.203-7	52.203-	Patent Rights - Acquisition by the Government	52.224-1				
Taxpayer Identification	52.204-3	Rights in Data – Special Works	52.225-				
Data Universal Numbering System (DUNS)	52-204-	Payments Under Time & Materials/Labor Hour	13				
Annual Representations & Certifications	6	Contracts	52.227-				
Protecting Government's Interest When	52.204-8	Disputes, Alternate I	13				
Subcontracting with Contracts	52.209-6	Restrictions on Severance Payments to Foreign	52.227-				
Debarred, Suspended or Proposed for		Nationals	17				
Debarment		Stop Work Order, Alternate I	52.232-7				
Material Requirements	52.211-5	Government Delay of Work	52.233-1				
Liquidated Damages (1% of Contract	52.211-	Changes-Fixed Price	52.237-8				
Value/Day)	11	Subcontracts	52.242-				
Terms and Conditions – Simplified Acquisition	52.213-4	Inspection of Supplies – Fixed Price	15				
(Other Than Commercial Items)		Contractor Liability for Personal Injury and/or	52.242-				
Order of Precedence	52.215-8	Property Damage (applies only to POs for	17				
Convict Labor (U.S. POs only)	52.222-3	transportation services)	52.243-1				
Child Labor- Cooperation With Authorities and	52.222-	Contract Not Affected By Oral Agreement	52.244-2				
Remedies	19	Preference for U.SFlag Air Carriers	52.246-2				
Walsh-Healy Act	52.222-	Preference for Privately Owned U.SFlag					
Prohibition of Segregated Facilities	20	Commercial Vessels	52.247-				
Affirmative Action Compliance Equal	52.222-	Termination For Convenience of the	21				
Opportunity	21	Government (Fixed Price)	52.247-				
	52.222-	Termination (Cost Reimbursement) (for any	27				
Equal Opportunity for Special Disabled	25	cost reimbursable elements	52.247-				
Veterans and Veterans of the Vietnam Era	52.222-		63				
and Other Eligible Veterans	26		52.247-				
(for POs over \$100,000 only)			64				
Affirmative Action for Workers With	52.222-						
Disabilities	35		52.249-2				
Employment Reports on Disabled Veterans and	52.022		50.040 5				
Veterans	52.222-		52.249-6				
of the Vietnam Era	36						
	52.222-						
	37						
THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES							
CLAUSE TITLE	FAR	CLAUSE TITLE	FAR				
Service Contract Act	CITE	Inspection of Services – Fixed Price	CITE				
Changes – Fixed Price Services, Alternate II	52.222-	Inspection – Time & Materials/Labor Hours	52.246-4				
Changes – Time & Materials/Labor Hours	41	HBCU and Minority Institution	52.246-6				
	52.243-1	Representations	52.226-2				
	52.243-3						

THESE FAR CLAUSES APPLY TO CONTRACTS \$150,000 AND ABOVE							
CLAUSE TITLE	FAR	CLAUSE TITLE	FAR				
Certificate of Independent Price Determination	CITE	Payment for Overtime Premiums	CITE				
Gratuities	52.203-2	Drug-Free Workplace	52.222-2				
Cancellation, Rescission, and Recovery of	52.203-3	Authorization and Consent	52.223-6				
Funds for Illegal or Improper Activities	52.203-8	Notice and Assistance Regarding Patent &	52.227-1				
Price or Fee Adjustment for Illegal or Improper		Copyright Infringement	52.227-2				
Activity	52.203-	Federal, State, and Local Taxes					
Certification and Disclosure Regarding	10	Federal, State, and Local Taxes	52.229-3				
Payment to	52.203-	Interest	52.229-6				
Influence Certain Federal Transactions	11	Stop-Work Order	52.232-				
Limitation on Payments to Influence Certain		Competition in Subcontracting	17				
Federal Transactions	52.203-	Contractor Inspection Requirements	52.242-				
Printed or Copied Double-Sided on Recycled	12	Limitation of Liability	15				
Paper		Limitation of Liability – Services	52.244-5				
Certification Regarding Debarment,	52.204-4	Termination of Convenience for the	52.246-1				
Suspension, Proposed	52.209-5	Government (Fixed Price-SF)	52.246-				
Debarment, and Other Responsibility Matters		Default (Fixed-Price Supply and Service)	23				
Responsibility Matters	52.209-7		52.246-				
Updates of Information Regarding	52.209-9		25				
Responsibility Matters	52.215-2		52.249-1				
Audit and Records – Negotiation	52.215-						
Integrity of Unit Prices	14		52.249-8				
Price Re-determination – Retroactive	52.216-6						
THESE CLAUSES APPLY TO USAID CONT	FRACTS						
CLAUSE TITLE	AIDAR	CLAUSE TITLE	AIDAR				
Organizational Conflicts of Interest After	CITE	Marking	CITE				
Award	752.209-	Family Planning and Population Assistance	752.7009				
Language and Measurement	71	Activities	752.7016				
Source, Origin and Nationality (See AAPD 12-	752.211-	Health and Accident Insurance for AID	752.7018				
03)	70	Participant Trainees					
Local Procurement	752.225-	Conflicts Between Contract and Catalog	752.7022				
Insurance – Liability to Third Persons	70	Required Visa Form for AID Participants	752.7023				
Salary Supplements for Host Government	752.225-	Approvals	752.7025				
Employees	71	Personnel	752,7027				
Government Property - USAID Reporting	752.228-	Acknowledgement and Disclaimer	752.7034				
Requirements Title To and Care of Property	07	Public Notices	752.7035				
	752.231-						
	71						
	752.245-						
	70						
	752.245-						
	71						