

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: REQ-168-13-000041
PAGE OF: 1 70

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____
5. SOLICITATION NUMBER: SOL-168-13-000007 6. SOLICITATION ISSUE DATE: 07/31/2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Krisztina Szekeres b. TELEPHONE NUMBER (No collect calls) _____ 8. OFFER DUE DATE/LOCAL TIME: 08/09/2013 1700 LT

9. ISSUED BY: USAID/BIH
USAID Bosnia-Herzegovina
Ambasada SAD-a
Roberta C. Frasurea 1
71000 Sarajevo, BiH

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR: _____
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS: _____
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A) SIZE STANDARD: _____

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS _____
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____
14. METHOD OF SOLICITATION: IRFQ IFB RFP

15. DELIVER TO: USAID/BIH
USAID/Bosnia-Herzegovina
Ambasada SAD-a
Roberta C. Frasurea 1
71000 Sarajevo, BiH

16. ADMINISTERED BY: _____ CODE: _____

17a. CONTRACTOR/OFFEROR: _____ CODE: _____ FACILITY CODE: _____
18a. PAYMENT WILL BE MADE BY: _____ CODE: _____

TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	TBD, evaluation of the PARE activity. Evaluation of the PARE activity as per attached Scope of Work. Qualified individuals are encouraged to compete. Questions regarding this SOW are due COB August 7, 2013. Questions must be sent to kszekeres@usaid.gov. Proposals should be sent to kszekeres@usaid.gov, no later than August 9, 2013, 17:00 CEST. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA _____ 26. TOTAL AWARD AMOUNT (For Govt. Use Only) _____

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 31b. NAME OF CONTRACTING OFFICER (Type or print): Alexander Bond
30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31c. DATE SIGNED: 7/31/2013

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The offerors must read the Instructions to Offerors and comply with all the requirements specified under this solicitation, otherwise their quotation will not be taken into consideration.</p> <p>Clauses 52.212-4 and 52.212-5 are standard contract clauses for commercial items contract. Provision 52.213 is not applicable for local vendors.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

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List of attachments:

1. Scope of Work
2. Evaluation Criteria
3. Disclosure of Conflict of Interest
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6. Sample Evaluation Report Template
7. Sample Evaluation Covers
8. Estimated Delivery Schedule

Contract clauses (Full text and by-reference)

52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes

physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall

provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

[] Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.

[](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[x](2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[x](3) 52.203-15, Whistleblower Protections under the American Recovery and

Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) (Reserved)

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

(iv) Alternate III (JUL 2010) of 52.219-9.

- [](16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [](17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [](18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [](19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 - [](ii) Alternate I (JUN 2003) of 52.219-23.
- [](20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [](23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- [](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- [](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- [](26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [](27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- [](28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [x](29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- [](30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [x](31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [](32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [](33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [](34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the

acquisition of commercially available off-the-shelf items.)

[](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[x](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[](ii) Alternate I (DEC 2007) of 52.223-16.

[](38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).

[](39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[](40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[](ii) Alternate I (MAR 2012) of 52.225-3.

[](iii) Alternate II (MAR 2012) of 52.225-3.

[](iv) Alternate III (NOV 2012) of 52.225-3.

[](41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[x](47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

[](48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

[](49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[](50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[](51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

[](ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

[](1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

[](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[](5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[](6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[](7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[](8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[](9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals,

litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations.

(MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

Full text available at <http://www.acquisition.gov/far/loadmainre.html> .

Instruction to Offerors

52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show

-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database). The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the CCR database accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

Addendum to 52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012)

Instructions for registration in SAM database

In order for a legal entity to be registered in SAM database, as mandated by the Subsection (t) of the applicable clause 52.212-4 Contract Terms and Conditions - Commercial Items (JUN 2010), the following steps must be completed:

1. A valid DUNS number, unless the offeror already hasn't received one, will be obtained by completing a web form on the following link: <http://fedgov.dnb.com/webform/CCRSearch.do>
At this site, vendors can check the existing DUNS numbers or request a new one if a DUNS is not available.
2. Upon receipt of the DUNS number (usually within 48 hours upon submission of the web form), a NCAGE number will be obtained through <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>
3. Twenty four hours of receipt of the NCAGE, the prospective contractor can start SAM registration at <https://www.sam.gov/portal/public/SAM/>. Prior to registration of the legal entity, an Individual User Account must be created.

Instructions for Team Composition

Qualified individuals are invited to compete for this assignment. Individuals interested for applying for any of the positions described under Section "Staffing" of the Scope of Work are encouraged to collaborate with other interested private parties and submit a proposal as a group. The proposal should specify which person applies to what position and their individual Level of Effort. Each Team Member will be issued a separate purchase order for their fraction of work. Individuals need not comply with Addendum to 52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012) Instructions for registration in SAM database.

52.212-2 Evaluation - Commercial Items. (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation criteria are provided under the Attachment 2 of the Solicitation.

Technical and past performance, when combined, are significantly more important than the price related factors. However, the perceived benefits of the higher priced proposal must merit the additional cost.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding

contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.228-3 Workers' Compensation Insurance (Defense Base Act). (APR 1984)

Applicable only if the prospective Contractor's personnel include U.S. expatriates.

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

752.228-3 Worker's Compensation Insurance (Defense Base Act).

Applicable only if the prospective Contractor's personnel include U.S. expatriates.

As prescribed in 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

Addendum to the clause 752.228-3

To obtain DBA insurance, contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc.:

Primary Contact

AON
199 Fremont St., Suite 1400
San Francisco, CA 94105

Regina Carter:
Phone: 415-486-7554

Secondary Contact

AON
1120 20th St., N.W., Suite 600
Washington, DC 20036

Ellen Rowan
Phone: 202-862-5306

New Rates: There are three different rates * depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

	Services	Construction	Security
Guards			
Base Period (2 years)	3/1/10 - 2/28/12 \$ 2.00	\$ 4.50	\$ 7.50

Option 1	3/1/12 - 2/28/13	\$ 2.00	\$ 4.50	\$7.50
Option 2	3/1/13 - 2/28/14	\$ 2.00	\$ 4.50	\$ 7.50
Option 3	3/1/14 - 2/28/15	\$ 2.00	\$ 4.50	\$ 7.50

* The rates are per \$100 of contractor overseas payroll.

Contracting Officers must obtain (and file) a copy of DBA coverage from each USAID contractor for which contract performance is to occur outside of the U.S. This must be obtained before any overseas work begins.

752.228-70 Medical Evacuation (MEDEVAC) Services (JUL 2007)

Applicable only if the prospective Contractor's personnel include U.S. expatriates.

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions. (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

(End of provision)

ATTACHMENT 1

Activity Title: Partnership for Advancing Reforms in the Economy (PARE)
Award Number: 168-C-00-08-00102-00
Award Dates: March 2008 – September 2013
Activity Funding: \$9.8 million
Implementer: Chemonics International, Inc.
Activity COR/AOR: Amira Vejzagic Ramhorst

***Scope of Work: Performance Evaluation of Component I of PARE:
Interventions and achievements critical for the stability of the financial services sector in
Bosnia & Herzegovina***

DESCRIPTION

PARE Objectives and Purpose

The objective of the Partnership for Advancing Reforms in the Economy (PARE) activity is to help Bosnia and Herzegovina (BiH) achieve economic reforms and build institutional capacity that will assist the country on its path toward joining the European Union (EU). The purpose of the PARE activity is to provide targeted, demand-driven assistance with a particular focus on the following components: 1) *Strengthen the Regulatory System for Financial Services Sector*, 2) *Improve Financial Administration of Public Resources*, and 3) *Crosscutting- Improve the Enabling Environment for Financial Services*, including administrative support for the Mission's Development Credit Authority (DCA) portfolio.

While PARE provided assistance in the two principal components, **this evaluation will focus on activities and achievements which are the most critical for the stability of the financial services sector in BiH – in the area of strengthening the regulatory system of the banking sector.** The second component of PARE "Improve Financial Administration of Public Resources" is not the subject of this performance evaluation and may be evaluated as part of a broader Mission evaluation focused on anti-corruption at a later date.

Background

Bosnia and Herzegovina (BiH) has made significant progress in economic reforms over the past several years, but it has a long way to go in order to meet the European Union's (EUs) accession criteria (or Copenhagen Criteria) for economic readiness: "existence of a functioning market economy and the capacity to cope with competitive pressure and market forces within the Union". The pre-accession process for BiH is guided by the EU's European Partnership with Bosnia (updated in January, 2006, which outlines priorities which should be met within the short-term (1-2 years) and the medium-term (3 -4 years). This list of 155 priorities includes several reforms which will be very technically and politically challenging to implement. Success will be determined by the political will of the Governments (particularly at the State and Entity levels) of BiH and the ability of the international community to provide high quality and responsive technical assistance. The Partnership for Advancing Reforms in the Economy (PARE or "money" in Bosnian) was designed to give USAID the capability to support several critical economic reform initiatives and to build host country capacity in a flexible manner based upon counterpart needs and the availability of support from other donors.

Major macro-economic reforms have been addressed by USAID through large-scale comprehensive projects in the areas of tax reform, business registration and regulation, energy markets, and labor markets. As BiH begun to enter a new stage of development and to focus on meeting EU accession

requirements, there was a growing, unmet demand for more targeted and specialized technical assistance for specific but critically important reforms. USAID has been one of the key donor institutions supporting financial sector development and improved public sector financial administration. Since the closure of several large scale USAID activities in these sectors, unmet demand for technical assistance within the sector was built. PARE interventions were designed and implemented based upon identified unmet needs which were then carefully evaluated and prioritized based upon expected benefits, commitment of counterparts to effectively and immediately utilize the results of the intervention, and the cost of the activity and comparative advantage of USAID's assistance over other possible sources of assistance.

The principal economic challenge facing BiH in the financial services sector mirrors the broader challenges of the economy: to create a facilitating environment for sound business growth through improvements of the regulatory systems. BiH is in the initial phases of the EU accession process and is looking at a long process of adjustment of its institutions, laws, legal regulations, policy measures and instruments according to EU standards.

The BiH financial services sector is among the most successful and viable parts of the country's economy. It was among the first reforms after the war; priority was given to: (i) establishment of the Central Bank of BiH (CBBH); (ii) formation of banking supervisory agencies; (iii) creation of the Deposit Insurance Agency; and (iv) establishment of the capital markets and security commissions.

(i) *The Central Bank of BiH* was established as a currency board and has served as an anchor of economic stability in a complex economic postwar environment. It has underpinned stable macroeconomic conditions and economic growth in BiH in the last 10 years, but the CBBH's supervisory function, banking sector operations oversight, was narrowed to a weak coordinative role. The CBBH is determined to join the European System of Central Banks once the country is ready to join the European Union, as an exit strategy from the present arrangement. To that end, it must pursue new reforms aimed at the legal and technical adjustments imposed by EU integration requirements.

(ii) *Banking supervision* is enforced at the entity level through Federation of BiH (FBiH) and Republic Srpska (RS) banking supervision agencies. Each entity adopted an independent but harmonized legislation to supervise banks, microcredit organizations, and leasing companies. The present legal framework and authority for supervision, however, cannot secure a single economic space, smooth banking sector operations, and desirable level of cooperation with foreign countries supervisory authorities.

(iii) *The Deposit Insurance Agency (DIA)* was established with an objective to restore the confidence of BiH citizens in the banking system. During the war, citizens' savings accounts were frozen, inaccessible, and finally transformed into the domestic debt of BiH. The deposit insurance scheme has boosted the citizens' trust in the banks and increased savings deposits, and the DIA has reached a point where improvements to the present model, the investment strategy and policy, and insured deposit payments procedure are necessary to keep the agency moving forward.

PARE Component I

Throughout the life of the activity, PARE has been working in partnership with local institutions to advance reforms in the financial sector in BiH. The key objective of these reforms is to bring BiH into

compliance with the EU Directives (such as 2006/48/EC [CRD], 2006/49/EC [CAD], etc.), Basel II/III core principles, and other applicable international standards and best practices and to maintain the soundness and stability of the financial system.

Unlike other countries, the Central Bank is not the banking sector supervisor in BiH, and there is no unified supervision organization at the state level. Rather two entity level Banking Supervision Agencies (BSA) perform banking supervision functions in Bosnia and Herzegovina (BiH). Nevertheless, USAID PARE has kept the CBBH actively engaged during the banking supervision reform process directed at increasing compliance of the regulatory framework and its implementation with international standards (Basel II/III) and the pertinent EU Directives.

In order to ensure converged, gradual and cautious implementation and enforcement of a risk-based banking supervision regulation, USAID PARE assisted the banking supervision agencies to develop a single joint strategy and to develop the banking supervision regulatory framework composed of 13 decrees along with transposition tables and associated articles of the Banking Law, all based on international standards. The framework was adopted by the Governing Boards of the BSAs as sound and comprehensive basis for movement toward establishing and implementing a harmonized framework for banking supervision. Also, confidentiality legislation and an additional three qualitative decrees relating to remuneration policies and practices, assessment and diligence of the members of the management body of banks and confidentiality were developed and adopted. The treatment of confidential information in line with the EU requirements was introduced through amendments on the entity banking laws.

The project was focused on learning from the experiences of Slovenia which recently acceded to the EU (2007), and exposed counterparts to regional experiences in Croatia and Serbia to benchmark the stages and elements of the banking supervision reform process supported by PARE. Furthermore, USAID PARE established the banking supervision reform web site www.bankarskasupervizija.ba as a platform and communication tool for all reform participants to share information and experiences.

USAID PARE helped to strengthen coordination between the banking supervision agencies and ensured that a harmonized and synchronized banking supervision reform process is carried out across banking sector in both entities. USAID PARE's human and institutional capacity building activities for the BSAs further complemented the agencies' ability to work toward implementation of international standards and apply them in their daily work. To that end, USAID PARE organized 35 training programs and public events including seminars, workshops, conferences, study tours, which took place in BiH (29), the U.S. (1) and third countries (Slovenia 4 and Croatia 1).

The deposit insurance approach was introduced in BiH in 2002 when USAID helped establish Deposit Insurance Agency (DIA) as the state-level agency with the two entity-level branches. The DIA was formed primarily with an objective to restore public confidence in the banking system damaged during the war.

Throughout its contract implementation, USAID PARE realized several technical assistance activities directed at strengthening the roles and increasing overall capacity of the DIA to: (i) review and update investment policies and guidelines designated to preserve the deposit fund stability and improve its asset allocation policy and (ii) establish the DIA investment committee thus increasing the DIA Governing Board's decision-making abilities.

USAID PARE also worked with DIA to upgrade the deposit payout procedures, the flat model for premium calculations and develop a pilot risk based premium model. Furthermore, PARE assisted DIA in increasing compliance with the core principles for effective deposit insurance and with EU Directives. The project also provided assistance with development of functional specifications for the software application needed for financial planning. This prepared the DIA for application of contemporary professional approaches harmonized with the EU requirements. The DIA's progressive advancement on risk based modeling supersedes that of Croatia, and prepares BiH well for meeting EU requirements..

Intended Results and Life of Project Indicators

The overall intended result of PARE Component I is:

- Regulatory system for the financial services sector strengthened (this evaluation will focus only on the banking sector)

Component I Life of Activity Indicators:

- Percentage of harmonized standards, procedures and regulations adopted by institutions with PARE assistance in both entities and at the state level (this evaluation will focus only on the banking sector)
- Number of European Union accepted standards, Acquis Communautaire legislation and regulations adopted by targeted institutions as a result of PARE assistance (this evaluation will focus only on the banking sector)

The intended results listed below are also relevant for the purpose of this evaluation:

- Banking Supervision Agencies have an organized approach and assignment of tasks for implementation of Quantitative Impact Study (QIS), European Capital Requirements Directive reporting (COREP), Supervisory Disclosure, review of Decrees, and related tasks
- Basel II and EU Capital Requirements Directive (CRD) strategy adopted by BSAs.
- Supervisory disclosure of the new banking supervision framework posted on BSAs web sites
- Harmonized reporting system (COREP) compliant with EBA requirements developed and adopted by the BSAs
- Bosnian Quantitative Impact Study (BAQIS) developed and report finalized. Banking Supervision Framework to be adjusted based on BAQIS findings and Basel guidance
- Three Decrees adopted by BSAs (i) Confidentiality Legislation, (ii) Remuneration Policies for Banks and (iii) Qualifying Criteria for Members of Supervisory Boards of Banks
- Amendments to the Law on Deposit Insurance Agency and respective laws on banks and banking agencies developed and presented to counterparts. Amendments submitted to Parliaments Risk-based deposit insurance premium model developed. DIA staff able to use pilot risk-based deposit insurance premium model for the preparation of policy analysis, notes and materials for use by DIA management and Governing Board

These results, however, illustrate only the more recent PARE efforts. The Contractor is expected to evaluate all results related to the banking sector as they relate to the evaluation questions.

EXISTING DATA

USAID/BiH will provide the Contractor with the following documents: PARE work plans and M&E plans, Quarterly and Annual Progress Reports, and key activity reports and deliverables.

In addition, the Contractor should visit at least the following pages:

Central Bank of BiH, <http://www.cbbh.ba/?lang=en>
Deposit Insurance Agency of BiH, <http://www.aod.ba/>
Banking Agency of RS, http://www.abrs.ba/index_eng.htm
Banking Agency of FBiH, <http://www.fba.ba/>
BiH 2012 EU Progress Report

EVALUATION RATIONALE

Evaluation Purpose

PARE is USAID/Bosnia's flagship financial sector stability technical assistance program and contributes to USAID's strategy as part of the development objective for "a competitive, market-oriented economy providing better economic opportunities for all its citizens". This evaluation will serve a dual purpose: (1) to learn to what extent the project's objectives and goals have been achieved; and (2) to inform the design of a new project in the USAID/BiH economic growth portfolio. The life of PARE is schedule do come to an end in September 2013. This evaluation will assist the Mission in reaching decisions related to: (1) the effectiveness of the current approach to strengthening the Banking Supervision Agencies and Deposit Insurance Agency; and the nature and scope of possible future interventions in the banking supervision sector.

Evaluation Scope

The Evaluation will review PARE's role in strengthening the BiH's regulatory system for the banking sector in BiH. The context for the evaluation is the need for increased convergence of the banking sector with the EU through enactment of the EU/Basel standards and to improve capacity of regulators to counter effects of the worsening external economic environment, reduce domestic vulnerability, and safeguard banking sector stability. The Evaluation will focus on standardization of regulations in the BiH banking sector, progress toward convergence of regulations and regulatory/supervisory practices with applicable international standards (BASEL II and III, EU CRD, and IADI), and best practices and capacity of Banking Agencies and Deposit Insurance Agency to implement requirements of the new regulatory framework.

Audience and Intended Uses

The primary audience for this Evaluation is USAID Mission in Bosnia and Herzegovina and USAID/Washington. Secondary users are local officials and counterparts with whom USAID collaborates and other donors.

Evaluation Questions

USAID/BiH has developed 5 evaluation questions for this evaluation. They are presented in order of priority:

1. To what extent has PARE contributed to the Banking Supervision Agencies' (BSAs) ability to move toward gradual implementation and enforcement of a regulatory framework that is compliant with Basel II/III and relevant EU Directives?
2. (a) To what extent has PARE contributed to improving the overall capacity of the BiH deposit insurance agency? (b) To what extent has the PARE activity contributed to the BiH deposit insurance agency's compliance with Internal Association of Deposit Insurance (IADI) standards?
3. What were the main obstacles to implementing PARE and how did the activity address them?
4. How well is PARE's implementation coordinated/synchronized with other donors' activities aimed at helping BiH more effectively supervise and maintain the stability in the financial sector in BiH?
5. Based upon the expert opinions of PARE counterparts and key stakeholders, what priority reforms in the BiH financial services sector (specifically banking) need to be addressed?

Performance Period

The performance period will start on/about August 19, 2013. The final evaluation report will be completed and submitted to USAID/BiH two weeks from the receipt of USAID/BiH comments (approximately in mid-November 2013).

TECHNICAL REQUIREMENTS

BASIC REQUIREMENTS

Design

Based on the information provided within this SOW, the Contractor will submit a written description of the proposed methodology that it would apply to carry out the Evaluation. The Contractor is asked to use the design and methodology that will generate the highest quality and most credible evidence that corresponds to the question being asked. Credible evidence depends on sound social science methods and tools used in a manner that minimizes the need for evaluation-specific judgments and ensures, to the maximum extent possible, that if different qualified evaluators were to undertake the same evaluation, they would arrive at the same or similar findings and conclusions.

Data collection methods

The Contractor will provide a detailed data collection method for each evaluation question in the Evaluation Design. It is expected that these methods will include, but not be limited to the below:

1. Desk research
2. Interviews with the USAID and the PARE activity team;
3. Key stakeholder interviews;
4. A self-administered questionnaire with open-ended questions directed to selected stakeholders and counterparts; and
5. A self-assessment exercise pursuant to which the PARE team responded in writing to specific questions posed by the evaluation team. A suggested self-assessment sheet is in Annex X. However, the evaluation team is encouraged to develop their own self-assessment sheet as part of the technical proposal.

Suggested methodological approach (Evaluation Matrix)

Q #	Data collection method	Data collection instrument	Sample questions on the instruments	Data source
I.	Desk review	Annotated bibliography	NA	USAID/BiH, PARE reports and key deliverable, PARE self-assessment, Internet
I.	Survey	Survey Instrument		BSAs' staff, PARE-conducted training participants
I.	Semi-structured interviews	Interview protocol		Key stakeholders
2a.	Desk review	Annotated bibliography	NA	USAID/BiH, PARE reports and key deliverable, PARE self-assessment
2a.	Survey	Survey Instrument		DIA staff, PARE-conducted training participants
2a.	Semi-structured interviews	Interview protocol		Key

				stakeholders
2b.	Desk review	Annotated bibliography	NA	USAID/BiH, PARE reports and key deliverable, PARE self-assessment, IADI standards
2b.	Semi-structured interviews	Interview protocol		Key stakeholders
3.	Desk review	Annotated bibliography	NA	USAID/BiH, PARE reports and key deliverable, PARE self-assessment, Internet
3.	Semi-structured interviews	Interview protocol		Key stakeholders
4.	Semi-structured interviews	Interview protocol		Key stakeholders
5.	Semi-structured interviews	Interview protocol		Key stakeholders

Data disaggregation

When applicable, the data collected must be disaggregated by gender (e.g. percentage of trainees that were female).

Data analysis

The contractor will provide a detailed data analysis plan in the Evaluation Design. The plan must directly address each evaluation question with specific methods for collecting and for analyzing the data that will be used to answer it.

Methodological strengths and limitations

The contractor will disclose all methodological strengths and limitations in the Evaluation Design.

STAFFING

Team size and qualifications

The Evaluation team shall demonstrate an understanding of the BiH political and economic arena and show familiarity with USAID's Evaluation Policy. The evaluation team will consist of three people (all three will be considered key staff): senior banking/financial sector expert (team leader), senior evaluation specialist and one mid-level financial expert. The team will work under the guidance of the Technical Officer/Contracting Officer Representative of USAID/BiH, Program Office or his/her designee.

The Technical Proposal shall include an overall staffing plan for the evaluation. The Contractor must describe the roles and responsibilities of evaluation team and identify key personnel. The Contractor shall demonstrate its technical staffing expertise, capacity in a staffing plan and understanding of the U.S. Government requirements. The Contractor shall clearly describe the professional qualifications of its proposed key personnel.

The evaluation will require consultants experienced and knowledgeable about EU/BASEL requirements for the banking sector and the changes needed to move the structure found in the BiH to meet the EU Directives. The senior banking/financial sector expert must have extensive knowledge of banking regulation and the legislative and institutional framework needed for compliance with EU/BASEL Directives. The second consultant will provide evaluation expertise.

Professional Qualification and Relevant Professional Experience for Evaluation Team Leader

PhD in economics or finance from a U.S. accredited university is required. At least 15 years of demonstrated experience in senior positions in one or more of the following areas: professional experience in banking and finances (development of financial products, international finance, investment banking, and/or retail banking); experience in operations of central bank and implementation/requirements of Basel banking standards; experience in international development in the area of finances/financial products and/or monetary/macroeconomic policies. Candidate needs to demonstrate sound knowledge and professional experience in Bosnia and Herzegovina. Strong writing skills are required for this assignment. Ability to establish strong working relationships with officials in leading financial sector institutions is required. Due to the complex environment in BiH, the candidate needs to have diplomatic skills and be politically savvy. Strong preference will be given to candidates with demonstrated long-term professional experience in BiH.

Professional Qualification and Relevant Professional Experience for the Senior Evaluation Specialist

The Senior Evaluation Specialist must have a deep understanding of social science research and statistical methods. A master's degree from a U.S. accredited university in statistics, business administration, economics, public policy, program evaluation, or other relevant field is highly desirable. The Specialist must have at least five years of direct experience in conducting evaluations and at least 10 years in international development. The Senior Evaluation Specialist must have experience in developing evaluation designs, including collecting and analyzing data and writing evaluation reports. Experience in international development is required.

Professional Qualification and Relevant Professional Experience for the Mid-Level Financial Expert

The Mid-Level Financial Expert must have an MBA or MSc in economics/finance degree from a U.S. accredited university or a local equivalent. Experience in the BiH banking/finance sector is required. Experience in international development evaluations is also required.

Applicants are encouraged to provide samples of team member's previous evaluation reports.

USAID will evaluate the quality of the proposed candidate's technical skills, professional skills, and education qualifications to determine the best fit for the evaluation assignment. All Team members will be required to provide a signed statement attesting to a lack of conflict of interest, or describing an existing conflict of interest. The Evaluation Team shall demonstrate familiarity with USAID's Evaluation Policy.

All modifications to the scope of work, whether in technical requirements, evaluation questions, evaluation team composition, methodology or timeline, need to be agreed upon in writing by the technical officer.

It is anticipated that the team will need a translator and a driver during the field work.

DELIVERABLES

Draft and Final Work Plan and Evaluation Design

A draft and final Work Plan and Evaluation Design document for the evaluation **shall be completed by the lead evaluator within one week of the award of the contract and presented to the COR or his/her designee.** The evaluation design will include a detailed evaluation design matrix (including the key questions, methods, and data sources used to address each question and the data analysis plan for each question), draft questionnaires and other data collection instruments or their main features, known limitations to the evaluation design, and a dissemination plan. The final design requires COR approval. Unless exempted from doing so by the COR, the design will be shared with country-level stakeholders as well as with the implementing partners for comment before being finalized. The work plan will include the anticipated schedule and logistical arrangements and delineate the roles and responsibilities of members of the evaluation team.

Draft Report (hard copies and a soft copy)

Subject to USAID/BiH review. Due two weeks after the field work completion.

Final Evaluation Report (hard copies and a soft copy)

The evaluation final report should include an executive summary, introduction, background of the local context and the activity being evaluated, the main evaluation questions, the methodology or methodologies, the limitations to the evaluation, findings, conclusions, and recommendations and lessons learned (if applicable). The executive summary should be 3 -5 pages in length and summarize the purpose, background of the activity being evaluated, main evaluation questions, methods, findings, conclusions, and recommendations and lessons learned (if applicable). The evaluation methodology shall be explained in the report in detail. Limitations to the evaluation shall be disclosed in the report,

with particular attention to the limitations associated with the evaluation methodology (e.g., selection bias, recall bias, unobservable differences between comparator groups, etc.).

The annexes to the report shall include:

- The Evaluation Scope of Work
- A three columned table that present the findings, conclusions, and recommendations and clearly demonstrates the linkages between them.
- Any “statements of differences” regarding significant unresolved difference of opinion by funders, implementers, and/or members of the evaluation team
- All tools used in conducting the evaluation, such as questionnaires, checklists, and discussion guides
- Sources of information properly identified and listed.
- Disclosure of conflicts of interest forms for all evaluation team members, either attesting to a lack of conflict of interest or describing existing conflict of interest.

USAID will make the final evaluation reports publicly available through the Development Experience Clearinghouse (DEC) within 30 calendar days of final approval of the formatted report.

In accordance with USAID evaluation policy, draft and final evaluation reports will be evaluated against the following criteria to ensure the quality of the evaluation report:

- The evaluation report should represent a thoughtful, well-researched and well organized effort to objectively evaluate what worked in the activity, what did not, and why.
- Evaluation reports shall address all evaluation questions included in the scope of work.
- The evaluation report should include the scope of work as an annex. All modifications to the scope of work, whether in technical requirements, evaluation questions, evaluation team composition, methodology, or timeline need to be agreed upon in writing by the technical officer.
- Evaluation methodology shall be explained in detail and all tools used in conducting the evaluation such as questionnaires, checklists and discussion guides will be included in an Annex in the final report.
- Evaluation findings will assess outcomes and impact on males and females (when applicable).
- Limitations to the evaluation shall be disclosed in the report, with particular attention to the limitations associated with the evaluation methodology (selection bias, recall bias, unobservable differences between comparator groups, etc.).
- Evaluation findings should be presented as analyzed facts, evidence and data and not based on anecdotes, hearsay or the compilation of people’s opinions. Findings should be specific, concise, and supported by strong quantitative or qualitative evidence.
- Sources of information need to be properly identified and listed in an annex.
- Recommendations need to be supported by a specific set of findings.
- Recommendations should be action-oriented, practical and specific, with defined responsibility for the action.

Flash drive including all instruments and data in formats suitable for re-analysis

All records from the evaluation (e.g., interview transcripts or summaries) must be provided to the COR. All quantitative data collected by the evaluation team must be provided in an electronic file in easily

readable format agreed upon with the COR. The data should be organized and fully documented for use by those not fully familiar with the activity or the evaluation. USAID will retain ownership of the survey and all datasets developed.

Briefings

The Evaluation Team will conduct an exit briefing after the field work completion.

ILLUSTRATIVE LEVEL OF EFFORT (LOE)

Estimated LOE (days)	PARE ACTIVITY EVALUATION				TOTAL
	Planning and Preparation	Field Work	Data analysis and preliminary reporting	Reporting	
Senior Banking/Financial Expert	10	10	2	15	37
Senior Evaluation Specialist	10	10	2	15	37
Mid-level Financial Expert	10	10	2	15	37
TOTAL	30	30	6	45	111

ESTIMATED BUDGET

Up to \$60,000

LOGISTICS

USAID/BiH will provide facilities for oral briefings to staff and other stakeholders on evaluation findings.

ANNEX A

LIST OF SUGGESTED INTERVIEWEES

PARE staff:

Ms. Berina Selimovic Mehmedbasic, COP
Mr. Amar Brkan, Program Assistant
Mr. Edis Brkic, Legal Specialist

Consultants:

Mr. Tomaz Rotovnik
Mr. Claude Noms
Mr. Michael Borish
Mr. Milos Bozovic
Ms. Sanja Petrinic Turkovic
Mr. Ognjen Samardzic

Banking Supervision Agency of FBiH:

Mr. Zlatko Bars, Director
Mr. Nedžad Tuče, Deputy Director
Ms. Tanja Pavlović, Head of Development Office
(Main Coordinator for PARE)

Banking Supervision Agency of RS:

Ms. Slavica Injac, Director
Mr. Dragan Serdar, Deputy Director
Ms. Zeljka Rakocija, Advisor
(Main Coordinator for PARE)

Central Bank of BiH:

Mr. Kemal Kozaric, the Governor
Ms. Anka Musa, Main Coordinator
Ms. Amra Bars, Coordinator for Banking Supervision
Ms. Ljiljana Marjanovic, Coordinator for Banking Supervision

Banks Association of BiH:

Mr. Mijo Misić, Executive Secretary
Mr. Samir Lacević, Head of Banking Operations, Education & Training

DIA:

Mr. Josip Nevjestic, Director
Mr. Sead Manov, Head of DIA Branch in Sarajevo
Mr. Perica Rajcevic, Head of DIA Branch in Banja Luka
Ms. Camila Salaka, Coordinator for Membership and Premium Insurance
Ms. Gorana Krunić, Associate for Analysis and Monitoring of Banks
Mr. Branko Salatić, Legal Specialist

Other Partners

National Bank of Slovenia

National Bank of Croatia
National Bank of Serbia

Strik Consulting
Michael Borish & Company, Inc.

ANNEX B

SUGGESED QUESTIONS FOR PARE SELF-ASSESSMENT

- 1) Review original objectives of the entire Component I and comment on any changes in the objectives over the course of implementation.
- 2) What evidence is there for the project having contributed to the BSA ability to move toward having or making progress toward having a regulatory framework compliant with Basel II/III and Eu directives.
 - a. Describe current verifiable results and provide explanation for reasons expected results were not achieved. Focus on strongest results and what project strategies may have contributed to these. Also explain external influences that influenced these.
 - b. Describe problems that have impeded achieving verifiable results and strategies the project took to address the issues impeding achievements.
 - c. Describe other results (maybe not verifiable results, but where the project feels that progress has been made or where the project feels they have contributed to a more supportive environment for an effective regulatory framework) that the evaluation team should be aware of.
 - d. Which PARE interventions in the banking sector have been the most effective in achieving the results in Component I objectives? What were the primary factors for their relative success?
- 3) What evidence is there for PARE having contributed to the overall capacity of the BiH deposit insurance agency.
 - a. Describe current verifiable results and provide explanation for reasons expected results were not achieved. Focus on strongest results and what project strategies may have contributed to these. Also explain external influences that influenced these.
 - b. Describe problems that have impeded achieving verifiable results and strategies the project took to address the issues impeding achievements.
 - c. Describe other results (maybe not verifiable results, but where the project feels that progress has been made or where the project feels they have contributed to a more supportive environment for an effective deposit insurance agency) that the evaluation team should be aware of.
 - d. Which PARE interventions have been the most effective in achieving the results for this objective? What were the primary factors for their relative success?
- 4) What evidence is there for PARE having contributed to the BiH deposit insurance agency compliance with IADI standards.
 - a. Describe current verifiable results and provide explanation for reasons expected results were not achieved. Focus on strongest results and what project strategies may have contributed to these. Also explain external influences that influenced these.
 - b. Describe problems that have impeded achieving verifiable results and strategies the project took to address the issues impeding achievements.
 - c. Describe other results (maybe not verifiable results, but where the project feels that progress has been made or where the project feels they have contributed to a more

supportive environment for DIA compliance with IADI standards) that the evaluation team should be aware of.

- d. Which PARE interventions have been the most effective in achieving the results for this objective? What were the primary factors for their relative success?
- 5) Describe how PARE has worked with key counterparts for the above mentioned objectives. Discuss working and coordination methods that have been most effective and those that were less effective. Make observations on the status of these counterparts at this point as effective agents for achieving/maintaining progress toward the objectives.
- 6) Describe PARE implementation coordination with other donors' related activities. Discuss how effective the coordination has been and reasons for this.
- 7) What priority reforms in BiH financial services sector (specific focus on banking) need to be addressed?

TECHNICAL PROPOSAL EVALUATION CRITERIA

The specific evaluation criteria and corresponding weights are as follows:

Technical Evaluation Criteria	Weight
Factor 1 - Technical Approach	50 points
Factor 2 - Key Personnel	50 points
Total Possible Evaluation Points	100 points

TECHNICAL APPROACH

The Technical Approach shall be evaluated in accordance with the following:

- Provision of a comprehensive, applicable technical approach that clearly and adequately addresses the evaluation questions listed in the Evaluation SoW.
- Demonstration of an effective preliminary work plan that meets the requirements of section Management Information, Deliverables of the Evaluation SoW and provides for specific and justifiable tasks, realistic timelines and relevant deliverables
- Demonstrated understanding of and planned actions to address the conditions, requirements, challenges, issues and time constraints pertinent to performance of this contract

KEY PERSONNEL

Key Personnel shall be evaluated in accordance with following:

- Demonstration of professional qualifications and education
- Demonstration of relevant experience. Personnel with experience working on projects of similar substance (i.e., evaluation and / or project implementation of international development interventions, particularly in the Balkans region) will receive a higher rating than those with dissimilar or non-relevant project experience
- Past performance of key personnel in successful implementation of similar projects. Examples of past evaluation reports produced by (or under the direction) of a proposed team leader (and/or evaluation specialist).

Disclosure of Real or Potential Conflict of Interest for USAID Evaluations

Instructions:

Evaluations of USAID projects will be undertaken so that they are not subject to the perception or reality of biased measurement or reporting due to conflict of interest.¹ For external evaluations, all evaluation team members will provide a signed statement attesting to a lack of conflict of interest or describing an existing conflict of interest relative to the project being evaluated.²

Evaluators of USAID projects have a responsibility to maintain independence so that opinions, conclusions, judgments, and recommendations will be impartial and will be viewed as impartial by third parties. Evaluators and evaluation team members are to disclose all relevant facts regarding real or potential conflicts of interest that could lead reasonable third parties with knowledge of the relevant facts and circumstances to conclude that the evaluator or evaluation team member is not able to maintain independence and, thus, is not capable of exercising objective and impartial judgment on all issues associated with conducting and reporting the work. Operating Unit leadership, in close consultation with the Contracting Officer, will determine whether the real or potential conflict of interest is one that should disqualify an individual from the evaluation team or require recusal by that individual from evaluating certain aspects of the project(s).

In addition, if evaluation team members gain access to proprietary information of other companies in the process of conducting the evaluation, then they must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.³

Real or potential conflicts of interest may include, but are not limited to:

1. Immediate family or close family member who is an employee of the USAID operating unit managing the project(s) being evaluated or the implementing organization(s) whose project(s) are being evaluated.
2. Financial interest that is direct, or is significant/material though indirect, in the implementing organization(s) whose projects are being evaluated or in the outcome of the evaluation.
3. Current or previous direct or significant/material though indirect experience with the project(s) being evaluated, including involvement in the project design or previous iterations of the project.
4. Current or previous work experience or seeking employment with the USAID operating unit managing the evaluation or the implementing organization(s) whose project(s) are being evaluated.
5. Current or previous work experience with an organization that may be seen as an industry competitor with the implementing organization(s) whose project(s) are being evaluated.
6. Preconceived ideas toward individuals, groups, organizations, or objectives of the particular projects and organizations being evaluated that could bias the evaluation.

¹ USAID Evaluation Policy (p. 8); USAID Contract Information Bulletin 99-17; and Federal Acquisition Regulations (FAR) Part 9.5, Organizational Conflicts of Interest, and Subpart 3.10, Contractor Code of Business Ethics and Conduct.

² USAID Evaluation Policy (p. 11)

³ FAR 9.505-4(b)

Disclosure of Conflict of Interest for USAID Evaluation Team Members

Name	
Title	
Organization	
Evaluation Position?	<input type="checkbox"/> Team Leader <input type="checkbox"/> Team member
Evaluation Award Number <i>(contract or other instrument)</i>	
USAID Project/Activitie(s) Evaluated <i>(Include project/activity name(s), implementer name(s) and award number(s), if applicable)</i>	
I have real or potential conflicts of interest to disclose.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes answered above, I disclose the following facts:</p> <p><i>Real or potential conflicts of interest may include, but are not limited to:</i></p> <ol style="list-style-type: none"> <i>1. Close family member who is an employee of the USAID operating unit managing the project(s) being evaluated or the implementing organization(s) whose project(s) are being evaluated.</i> <i>2. Financial interest that is direct, or is significant though indirect, in the implementing organization(s) whose projects are being evaluated or in the outcome of the evaluation.</i> <i>3. Current or previous direct or significant though indirect experience with the project(s) being evaluated, including involvement in the project design or previous iterations of the project.</i> <i>4. Current or previous work experience or seeking employment with the USAID operating unit managing the evaluation or the implementing organization(s) whose project(s) are being evaluated.</i> <i>5. Current or previous work experience with an organization that may be seen as an industry competitor with the implementing organization(s) whose project(s) are being evaluated.</i> <i>6. Preconceived ideas toward individuals, groups, organizations, or objectives of the particular projects and organizations being evaluated that could bias the evaluation.</i> 	

I certify (1) that I have completed this disclosure form fully and to the best of my ability and (2) that I will update this disclosure form promptly if relevant circumstances change. If I gain access to proprietary information of other companies, then I agree to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

Signature	
Date	

ATTACHMENT 4

(insert name)
(insert address)
(insert phone number)
(insert e-mail address)

Re: SOL-168-13-(insert last six digits from the solicitation number): Performance Evaluation of USAID/Bosnia PARE Activity

Dear Ms. Szekeres:

This letter represents my statement of availability and exclusive commitment to to be put forward as a specialist/expert in response to USAID's RFQ for Performance Evaluation of the PARE activity in Bosnia and Herzegovina.

I am pleased to be part of the cadre of outstanding professionals that our team is submitting to USAID/Bosnia and Herzegovina in response to the subject solicitation. I understand that upon (insert team leader name) winning the contract, actual assignments will be contingent upon the award of the contract. Barring unforeseen circumstances, I would be available for assignments over the (insert number of weeks/months) contract life.

With best wishes for a successful proposal.

Expert's (specialist's) signature
Printed Name

Date

HOW-TO NOTE

Preparing Evaluation Reports

Monitoring and Evaluation Series

**Create
evaluation
reports that
are clear,
credible, and
useful.**

How-To Notes
are published by the
Bureau of Policy,
Planning and Learning
and provide guidelines
and practical advice to
USAID staff and
partners related to the
Program Cycle. This
How-To Note
supplements USAID
ADS Chapter 203

INTRODUCTION

This Note supplements USAID Automated Directives System (ADS) Chapter 203 and provides current good practice in preparing evaluation reports, the main deliverable for most evaluations. Following these practices will help to establish clear expectations for evaluation reports during the preparation of evaluation statements of work and the in-briefing of the evaluation team. These practices also serve as a guide for reviewing the quality of draft evaluation reports submitted by the evaluation team. This Note is also a resource for USAID partners and independent evaluators of USAID programs and projects. An [evaluation report template](#) and [sample evaluation report covers](#) are available as additional resources.

BACKGROUND

The most important outcome of an evaluation is that it is used to inform decisions and improve USAID projects and programs. A key factor in using evaluation findings is having a well-written, succinct report that clearly and quickly communicates credible findings and conclusions, including easy-to-understand graphics and consistent formatting.

REQUIREMENTS

USAID's Evaluation Policy and ADS 203 provide guidance on evaluation report structure and content, and steps in the process of creating a report. These are listed in Table 1. The report must present a well-researched, thoughtful and organized effort to objectively evaluate a USAID activity, project or program. Findings, conclusions and recommendations must be based in evidence derived from the best methods available given the evaluation questions and resources available. The evaluation methods, limitations, and information sources must be documented, including by providing data collection tools and the original evaluation statement of work as annexes to the main report. Finally, the findings should be shared transparently and widely, to ensure accountability and to promote learning from USAID's experience.

TABLE I: EVALUATION REPORT REQUIREMENT

(from the USAID Evaluation Policy and ADS 203)

Report should be...	A thoughtful, well-researched, well-organized, and objectively evaluate what worked, what did not, and why.
Executive Summary	Include a 3 to 5 page Executive Summary that provides a brief overview of the evaluation purpose, project background, evaluation questions, methods, findings, and conclusions.
Evaluation Questions	Address all evaluation questions in the statement of work.
Methods	<ul style="list-style-type: none"> ▪ Explain evaluation methodology in detail. ▪ Disclose evaluation limitations, especially those associated with the evaluation methodology (e.g. selection bias, recall bias, unobservable differences between comparator groups, etc.). <p>NOTE: A summary of methodology can be included in the body of the report, with the full description provided as an annex.</p>
Findings	<ul style="list-style-type: none"> ▪ Present findings as analyzed facts, evidence and data supported by strong quantitative or qualitative evidence and not anecdotes, hearsay or people's opinions. ▪ Include findings that assess outcomes and impacts on males and females.
Recommendations	<ul style="list-style-type: none"> ▪ Support recommendations with specific findings. ▪ Provide recommendations that are action-oriented, practical, specific, and define who is responsible for the action.
Annexes	<p>Include the following as annexes, at minimum:</p> <ul style="list-style-type: none"> ▪ Statement of Work. ▪ Full description of evaluation methods. ▪ All evaluation tools (questionnaires, checklists, discussion guides, surveys, etc.). ▪ A list of sources of information (key informants, documents reviewed, other data sources). <p>Only if applicable, include as an annex <i>Statement(s) of Differences</i> regarding any significant unresolved differences of opinion on the part of funders, implementers, and/or members of the evaluation team.</p>
Quality Control	Assess reports for quality by including an in-house peer technical review with comments provided to evaluation teams.
Transparency	<ul style="list-style-type: none"> ▪ Submit the report to the Development Experience Clearinghouse (DEC) within three months of completion. ▪ Share the findings from evaluation reports as widely as possible with a commitment to full and active disclosure.
Use	Integrate findings from evaluation reports into decision-making about strategies, program priorities, and project design.

STEPS IN THE PROCESS

1. Define Report Requirements in the Evaluation Statement of Work and Final Work Plan

All evaluation statements of work (SOW) should clearly define requirements and expectations for the final evaluation report. All of the items in Table I must be included as requirements for the final report. Ensure that all requirements in the SOW are also included in the final evaluation work plan that is put in place once the evaluation team is on board. Adjustments can be made at this time, as long as the minimum requirements are met, and additions can be included such as defining when the first draft will be due, how many days USAID will have to review and provide comments, and when the final report will be submitted.

2. Review First Draft

Program Offices must ensure that evaluation draft reports are assessed for quality by management and through an in-house peer technical review and comments provided to the evaluation teams. USAID staff may consider including implementing partners and other direct stakeholders in the review process. Tools such as the USAID Evaluation Report Checklist can be used.

3. Final Draft and Statement of Differences

Evaluation reports are independent products and therefore the evaluation team leader reviews the comments and determines which to incorporate into the final draft. Once the final draft is submitted to the USAID mission or office, the content should not be changed without the permission of the evaluation team leader. USAID, other funders, implementing partners, and other members of the evaluation team can decide to include a *Statement of Differences* as an annex to the report, if there are differences related to the evaluation findings or recommendations.

4. Submit to DEC and Share Findings Widely

USAID Program Offices must ensure that evaluation final reports (or reports submitted by evaluators to USAID as their final drafts) are submitted within three months of completion to the Development Experience Clearinghouse at <http://dec.usaid.gov>. The actual submission can be done by USAID staff or by the evaluation team with USAID concurrence (once an opportunity has been provided for USAID or others to include a *Statement of Differences*, if appropriate). In addition to submission to the DEC, USAID should also consider how to share the evaluation report widely to facilitate broader learning. This could include posting the report on the USAID mission website, translating a summary into local language, and hosting presentations of the evaluation findings.

5. Use Evaluation Findings to Inform Decisions

USAID must integrate evaluation findings into decision making about strategies, program priorities, and project design. While the Program Office in a mission should ensure this happens, it is the responsibility of all USAID staff.

CONTENT AND STRUCTURE

General Style

When writing a report, the evaluation team must always remember the primary audience: project and program managers, policymakers, and direct stakeholders. The style of writing should be easy to understand and concise while making sure to address the evaluation questions and issues with accurate and data-driven findings, justifiable conclusions, and practical recommendations.

Report Sections and Content

At a minimum, all reports should include the following sections: Executive Summary (3 to 4 pages); Evaluation Purpose and Questions (1 to 2 pages); Project Background (1 to 3 pages); Evaluation Methods and Limitations (1 to 3 pages, with full version provided in an annex); Findings, Conclusions and Recommendations (15 to 25 pages); and, Annexes. Reports may include additional content, split the sections up differently, or present the sections in a different order.

- **Executive Summary**

The Executive Summary, between three to four pages in length, should stand alone as an abbreviated version of the report. All content of the full report should be summarized, and the Executive Summary should contain no new information.

- **Evaluation Purpose and Questions**

The evaluation purpose should be clearly defined at the beginning of the report. It should describe in about one page or less why the evaluation is being conducted now, how the findings are expected to be used, what specific decisions will be informed by the evaluation, and who the main audiences are for the evaluation report. The evaluation questions are linked to the purpose, and should be listed here. Good practice is to limit the questions to three to five that are clear, focused, and that will directly inform specific decisions.

- **Project Background**

This section should summarize the project being evaluated in one to three pages, including the original problem the project is designed to address, any changes that have occurred since

the project was started, a description of the beneficiary population, geographic area of the project, and the underlying development hypothesis, or causal logic, of the project or the broader program of which the project is a part. If a results framework (for strategies, objectives or programs) or logical framework (for projects) is available, this should be included here. For projects designed under the [project design guidance](#) released in 2011, the evaluation team should have access to the final Project Appraisal Document and related annexes (which includes a logical framework and original monitoring and evaluation plans, among other things). This information provides important context for understanding the evaluation purpose, questions, methods, findings and conclusions.

- **Methods and Limitations**

This section should provide a detailed description within one to three pages of the evaluation methods and why they were chosen. If more space is needed, additional detailed information on the methods should be provided in an annex. The reader needs to understand what the evaluation team did and why to make an informed judgment about the credibility of the findings and conclusions and the underlying evaluation design including the data collection and analysis methods.

Evaluation methods should correspond directly to the questions being asked and should generate the highest quality and most credible evidence possible, taking into consideration time, budget and other practical considerations.

This section should provide information on all aspects of the evaluation design and methods, including tradeoffs that led to selection of specific data collection and analysis methods, a description of data availability and quality, and sampling strategies (purposive, random, etc.), including how interview subjects or site visits were selected. Just as important as describing the evaluation methods is describing any limitations in data collection and analysis, data quality, access to data sources, or any other factors that may result in bias. To show the

relationship between the evaluation questions and methods, it is useful to include a chart that lists each evaluation question, the corresponding evaluation method to be used for data collection and analysis, data sources, sample sizes, and limitations.

- **Findings, Conclusions and Recommendations**

Findings, conclusions, and (if requested in the evaluation statement of work) recommendations, make up the main body of the report, synthesizing what was learned during the evaluation and presenting it in an easy to understand and logical fashion. Findings are empirical facts based on data collected during the evaluation and should not rely only on opinion, even of experts. Conclusions synthesize and interpret findings and make judgments supported by one or more specific findings. Recommendations, if applicable, are specific actions the evaluation team proposes be taken by program management that are based on findings and conclusions. The reader should be able to discern what evidence supports the conclusions and recommendations. Whenever possible, data should be presented visually in easy to read charts, tables, graphs, and maps to demonstrate the evidence that supports conclusions and recommendations. All graphics must have a title, be clearly labeled, and include a caption.

- **Annexes**

All evaluation reports must include the following as annexes: 1) the Evaluation Statement of Work, 2) Detailed description of the evaluation design and methods, 3) copies of the actual data collection tools such as survey or interview questions, 4) a list of information sources (including documents reviewed, sites visited, and key informants, assuming they gave permission to be identified), and 5) disclosure of any conflict of interest by including a signed statement by evaluation team members that attests to a lack of conflict of interest or describes an existing conflict of interest relative to the project being evaluated. Additional annexes can be included at the discretion of the evaluation team and USAID, and in some cases implementing partners, including, if applicable, any *Statements of Differences* with the evaluation conclusions.

FORMAT AND GRAPHIC STANDARDS

Reminder on USAID Graphic Standards

The USAID Graphic Standards Manual is available at http://pdf.usaid.gov/pdf_docs/PNADB334.pdf.

Evaluation report authors and reviewers should be familiar with the USAID Graphic Standards and apply them consistently. These include requirements and guidance related to USAID branding, choice of typography, and color palette.

Cover

The cover of an evaluation report should be attractive and provide enough information that a reader can immediately understand what was evaluated. To make evaluation reports distinct from other types of USAID publications all evaluation report covers should:

- Follow USAID Branding and Graphics Standards.
- Include a title block in USAID light blue background color with the word “Evaluation” at the top and the report title underneath. The title should also include the word “evaluation.”
- Include the following statement across the bottom: “This publication was produced at the request of the United States Agency for International Development. It was prepared independently by [list authors and/or organizations involved in the preparation of the report].”
- Feature one high-quality photograph representative of the project being evaluated. The photo should be high resolution, visually simple, colorful, and in focus. Include a brief caption on the inside front cover explaining the “who, what, when, where, and why” of the photo and with photographer credit.

Title and Title Page

While titles are determined by the evaluation team and the USAID Mission or operating unit commissioning the evaluation, all evaluations will be submitted to the DEC and therefore titles should be clear to the general reader. A review of recent evaluation titles leads to the following suggestions for good practice:

- Compose a title that is informative, clear and compelling (e.g., “Improving Community Health in Fredonia: Evaluation of the USAID/Fredonia Community Health Project”).
- Avoid acronyms and do not use implementing partner names (e.g., “XYZ LTD Evaluation”).
- Include the word “evaluation” in the title. This will help the DEC correctly archive the document.

The report title should be repeated on the title page, the first right-hand text page of the report. The title page also includes the subtitle, if any, and the standard disclaimer for publications by external authors: “The author’s views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.” It may also include the date of the report, a short abstract summarizing the report, or other information.

Acronyms

Keep the use of acronyms to a minimum, and define all acronyms used in the report by including an acronym list in the beginning of the report

Table of Contents

This comes before any content referenced in the table. Sufficient detail should be provided to guide the reader through the report, including page numbers.

Length

Evaluation reports should be no more than 30 pages in length, not including any annexes and three to four pages for an Executive Summary. This should be sufficient to provide a summary of the evaluation purpose and approach, key findings, conclusions and recommendations. Additional detail can be provided as annexes.

COMPANION PRODUCTS

USAID staff should consider other products to include in the evaluation statement of work that can complement the report and aid in disseminating evaluation findings to a broader audience. These could include photos documenting the evaluation, a short video that combines footage from the evaluation with a summary of the findings, a short fact sheet, a local language translation of the executive summary of the evaluation report, or a presentation via webinar of the evaluation report. Some products are not appropriate to ask as a deliverable from an evaluation team, such as “Success Stories” as this would put the evaluation team’s objectivity and independence into question.

ADDITIONAL RESOURCES

The following resources can be used as samples or templates, or provide more information on evaluation reports and on evaluation in general. Some other resources exist but are out-of-date with current USAID guidance. Where information differs, the USAID Evaluation Policy and the USAID ADS (Automated Directives System) 200 series take precedence over that in other resources.

- Evaluation Report Template: <http://kdid.org/kdid-lab/library/sample-eval-report-template>
- Evaluation Cover Samples: <http://kdid.org/kdid-lab/library/sample-eval-report-covers>
- Sample Disclosure of Conflict of Interests Form: <http://kdid.org/kdid-lab/library/DisclosConflictInterest>
- USAID Graphic Standards Manual: http://pdf.usaid.gov/pdf_docs/PNADB334.pdf
- USAID’s Center for Development Information and Evaluation Publications: Style Guide: Guidelines for Project Managers, Authors, and Editors, December 2001
http://pdf.usaid.gov/pdf_docs/PNACN266.pdf



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Insert high-quality photograph representing the project being evaluated to replace this instruction and fill this text box.

EVALUATION

Evaluation Report Template: Replace this text with a title that is informative, compelling, with no acronyms, and no implementing partner names. Include the word “Evaluation” in the title.

[Month Year]

This publication was produced at the request of the United States Agency for International Development. It was prepared independently by <list authors and/or organizations involved in the preparation of the report>.

[INTRODUCTION - This template is an optional tool to help improve consistency across Evaluation Reports. When using this template, make sure all red text is deleted, and change all other text (headings, titles, body text, etc) to your content.

The most important items to remember regarding graphics and formatting:

1. Apply USAID's identity and branding according to the USAID Graphics Standards
2. Use USAID fonts (Gill Sans or Gill Sans MT (bold for headlines, subheads and highlighted text; regular or light for body text; italic for captions), or Garamond or Ariel if Gill Sans not available.
3. Use USAID colors:
 - Primary color palette
 - **USAID Blue** (RGB 0R 42G 108B)
 - **USAID Red** (RGB 194R 17G 58B)
 - **Solid Black** (RGB 0R 0G 0B)
 - Secondary color palette
 - **Dark Gray** (RGB 102R 102G 102B)
 - **Light Gray** (RGB 221R 221G 221B)
 - **Light Blue** (RGB 157R 191G 229B)

FRONT COVER - As with all USAID publications, the front cover has the following elements:

- Use USAID standard graphic identity/brand. Available for download from http://pdf.usaid.gov/pdf_docs/PNADB334.pdf
- Place the USAID identity in the upper left area in a white field that is one or two horizontal bars in height (the cover should be divided into 9 equal horizontal bars).
- If jointly funded and co-branded (with a partner or another donor's brand), request lower-left placement for USAID's brand, and all brands/identities should be of equal size and prominence, preferably along the bottom of the cover.

EVALUATION COVERS - To distinguish Evaluations from other type of publications also include:

- A Light Blue field one or two bars in height behind the evaluation title with the word "Evaluation" above the title
- A photograph from the project being evaluated, and sized to cover the width of the cover, with height taking up 4 or 5 horizontal bars.
- Since external evaluations are not USAID authored, the following statement must be on the cover: "This publication was produced at the request of the United States Agency for International Development. It was prepared independently by <list authors and/or organizations involved in the preparation of the report>."

INSIDE FRONT COVER - The inside front cover of a publication may be left blank or used for a variety of purposes such as acknowledgements, front cover photo caption, abstracts, etc.]

[TITLE PAGE - Recommended placement for a title page is the first right-hand text page of a publication; it may include a repeat of the title and subtitle, communicate an overarching message, etc. It should also include the date, project and evaluation identification information, and for evaluations there should be a disclaimer per the example below.]

TITLE – EASY TO UNDERSTAND, INTERESTING AND SHORT; INCLUDE THE WORD EVALUATION:

SUBTITLE – MORE DETAIL, E.G., SHORT DESCRIPTION OF PROJECT BEING EVALUATED (BUT DO NOT USE NAME OF IMPLEMENTING PARTNER OR ACRONYMS)

[Month Day, Year]

[Project Number (if one exists); Evaluation Mechanism Number:]

[DEC catalogue number if requested in advance of publication]

[Any short overarching message]

DISCLAIMER

The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

[Section titles and order are illustrative.]

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ACRONYMS

[Examples below]

ADS

DEC

FY

SOW

USAID

[update based on acronyms used in the report]

Automated Directives System

Development Experience Clearinghouse

Fiscal Year

Statement of Work

U.S. Agency for International Development

EXECUTIVE SUMMARY

The Executive Summary should stand alone as a summary of the key sections of the report, and should summarize the content of the full report without adding new information. The Executive Summary should ideally be no more than three to four pages.

EVALUATION PURPOSE AND EVALUATION QUESTIONS

This should set out the overarching purpose of the evaluation, and how the findings are expected to be used to inform decisions. This section also describes the Evaluation Questions (which should be limited to just a few key questions). It can also identify key audiences for the evaluation.

PROJECT BACKGROUND

Enough information should be provided to give sufficient context. However in the Executive Summary this section can receive less emphasis than it might in the overall report so that more attention can be given to the evaluation purpose, design, limitations, and findings. In the main report it should describe the problem being addressed by the project, and the project logic for why it will lead to better outcomes. This could include a logical framework for the project if one exists, and the development hypothesis, or causal logic, of the project or program of which the project is a part.

EVALUATION QUESTIONS, DESIGN, METHODS AND LIMITATIONS

This section describes the overall design, specific data collection and analysis methods linked to the evaluation questions, and limitations of the data, methods, or other issues that affected the findings.

FINDINGS AND CONCLUSIONS

This section should report those findings based on evidence generated by the evaluation data collection and analysis methods. Findings should be fact-based and not rely only on opinion, even of experts. Conclusions are drawn directly from findings and help summarize the “so what” of the findings. Several findings can lead to one or more conclusions. Whenever possible, data should be presented visually in easy to read charts, tables, graphs, and maps to demonstrate the evidence that supports conclusions and recommendations.

EVALUATION PURPOSE & EVALUATION QUESTIONS

EVALUATION PURPOSE

The evaluation purpose should be clearly defined at the beginning of the report. It should describe in about one to two pages why the evaluation is being conducted now, how the findings are expected to be used, what specific decisions will be informed by the evaluation, and who the main audiences are for the evaluation report.

EVALUATION QUESTIONS

The evaluation questions are linked to the purpose, and should be listed here. Good practice is to limit the questions in the original statement of work to three to five that are clear, focused, and that will directly inform specific decisions.

PROJECT BACKGROUND

In one to three pages, this section should clearly outline the project (or program) being evaluated in one to three pages, including the original problem or challenge the project is designed to address and the underlying development hypothesis, or causal logic, of the project or the broader program of which the project is a part. If a results framework (for strategies, objectives or programs) or logical framework (for projects) is available, this should be included here. For projects designed under the [project design guidance](#) released in 2011, the evaluation team should have access to the final Project Appraisal Document and relate annexes (which includes a logical framework and original monitoring and evaluation plans, among other things). This information provides important context for understanding the evaluation purpose, questions, methods, findings and conclusions.

EVALUATION METHODS & LIMITATIONS

This section should provide a detailed description within one to three pages of the evaluation methods and why they were chosen. Additional detailed information on the methods should be provided in an annex. The reader needs to understand what the evaluation team did and why to make an informed judgment about the credibility of the findings and conclusions and the underlying evaluation design including the data collection and analysis methods.

Evaluation methods should correspond directly to the questions being asked and should generate the highest quality and most credible evidence possible, taking into consideration time, budget and other practical considerations.

Provide information on all aspects of the evaluation design and methods, including trade offs that led to selection of specific data collection and analysis methods, a description of data availability and quality, and sampling strategies (purposeful or random), including how interview subjects or site visits were selected. Just as important as describing the evaluation methods is describing any limitations in data collection and analysis, data quality or access to data sources and that may result in bias. To show the relationship between the evaluation questions and methods, it is useful to include a chart that lists each evaluation question, the corresponding evaluation method to be used for data collection and analysis, data sources, sample sizes, and limitations.

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

This section is the main body of the report, synthesizing what was learned during the evaluation and presenting it in an easy to understand and logical fashion. Whenever possible, data should be presented visually in easy to read charts, tables, graphs, and maps to demonstrate the evidence that supports conclusions and recommendations.

FINDINGS

Findings are empirical facts based on data collected during the evaluation and should not rely only on opinion, even of experts.

CONCLUSIONS

Conclusions synthesize and interpret findings and make judgments supported by one or more specific findings.

RECOMMENDATIONS

Recommendations are included if requested in the evaluation statement of work. They are specific actions the evaluation team proposes be taken by program management that are based on findings and conclusions. The reader should be able to discern what evidence supports the conclusions and recommendations.

ANNEXES

[All evaluation reports must include the following as annexes: 1) the Evaluation Statement of Work, 2) Detailed description of the evaluation design and methods, 3) copies of the actual data collection tools such as survey or interview questions, 4) a list of information sources (including documents reviewed, sites visited, and key informants, assuming they gave permission to be identified), and, 5) disclosure of any conflicts of interest by evaluation team members . Additional annexes such as any *Statement of Differences* if applicable, can be included at the discretion of the evaluation team and USAID, and in some cases implementing partners.]

ANNEX I: EVALUATION STATEMENT OF WORK

[The final Evaluation Statement of Work that guided the evaluation team should be included as an annex.]

ANNEX II: EVALUATION METHODS AND LIMITATIONS

Replace this text with the full details of the methods used for data collection and analysis should be presented here. Explain why decisions were made to use certain methods and how those methods were the best available given the evaluation questions and resources. Provide details related to how data sources were selected, including sampling methods. If statistical analysis was used, explain the power calculation to determine the sample size and confidence level. If qualitative methods were used, give details such as whether interviews were structured, how informants were selected, how sites were selected for direct observation, etc.

If an experimental or quasi-experimental impact evaluation, provide detailed information on the methods used to randomize or to define treatment and control groups through other means, and how data was collected from both groups at baseline, midline and/or end line.

Make sure to include a full and transparent discussion on any limitations to the data or conclusions from that data that may be due to the methods themselves, data quality issues, bias, logistical or security constraints, or any other limitations.

ANNEX III: DATA COLLECTION INSTRUMENTS

[Include any data collection instruments such as surveys, interview questionnaires, focus group moderator guides, direct observation checklists, or any others.]

ANNEX IV: SOURCES OF INFORMATION

Replace this text with lists of any documents reviewed, people interviewed, sites visited, or any other information sources accessed for the evaluation.

Note: Remember to get the permission of individuals who are interviewed to use their name in the report. If a promise of confidentiality requires that people interviewed not be identified by name, then list the number of interviewees and their relationship to the project or program being evaluated (e.g., 20 clinic patients that benefited from the project; 10 doctors that participated in the project; 3 local government officials; 10 implementing partner employees; 15 local community members who did not participate in the project but were eligible to do so; etc.).

ANNEX VI: DISCLOSURE OF ANY CONFLICTS OF INTEREST

[The Evaluation Policy requires that evaluation reports include a signed statement by each evaluation team member regarding any conflicts of interest. A suggested format is provided below.]

Name	
Title	
Organization	
Evaluation Position?	<input type="checkbox"/> Team Leader <input type="checkbox"/> Team member
Evaluation Award Number <i>(contract or other instrument)</i>	
USAID Project(s) Evaluated <i>(Include project name(s), implementer name(s) and award number(s), if applicable)</i>	
I have real or potential conflicts of interest to disclose.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes answered above, I disclose the following facts:</p> <p><i>Real or potential conflicts of interest may include, but are not limited to:</i></p> <ol style="list-style-type: none"> <i>1. Close family member who is an employee of the USAID operating unit managing the project(s) being evaluated or the implementing organization(s) whose project(s) are being evaluated.</i> <i>2. Financial interest that is direct, or is significant though indirect, in the implementing organization(s) whose projects are being evaluated or in the outcome of the evaluation.</i> <i>3. Current or previous direct or significant though indirect experience with the project(s) being evaluated, including involvement in the project design or previous iterations of the project.</i> <i>4. Current or previous work experience or seeking employment with the USAID operating unit managing the evaluation or the implementing organization(s) whose project(s) are being evaluated.</i> <i>5. Current or previous work experience with an organization that may be seen as an industry competitor with the implementing organization(s) whose project(s) are being evaluated.</i> <i>6. Preconceived ideas toward individuals, groups, organizations, or objectives of the particular projects and organizations being evaluated that could bias the evaluation.</i> 	

I certify (1) that I have completed this disclosure form fully and to the best of my ability and (2) that I will update this disclosure form promptly if relevant circumstances change. If I gain access to proprietary information of other companies, then I agree to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

Signature	
Date	

ANNEX VI: [INSERT TITLE]

[Other information, such as a Statement of Differences, can be provided as an annex as appropriate, and as determined by the evaluation team, USAID, or, in some cases, the implementing partner.]

[Provide contact information on the back cover. This can be USAID headquarter information, or specific to the USAID mission or operating unit that commissioned the report.]

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523



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EVALUATION

USAID/Afghanistan Ambassador's Small Grants Program to Support Gender Equality in Afghanistan

September 2011

This publication was produced for review by the United States Agency for International Development. It was prepared by DevTech Systems, Inc., for the Short-Term Technical Assistance & Training Task Order, under Contract No. GEW-I-01-02-00019-00.



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EVALUACIÓN

Proyecto mejor manejo y conservación de cuencas
hidrográficas críticas

Informe de evaluación final

Agosto 2011

Este informe fue elaborado por ADEPRO Especialistas en Desarrollo Local la Agencia de los Estados Unidos para el Desarrollo Internacional, USAID/El Salvador



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EVALUATION

The International Foundation for Education and Self-help (IFESH) Mid-term Evaluation Report

July 2011

This publication was produced for review by the United States Agency for International Development (USAID). It was prepared by Morgan Borszcz Consulting, LLC.

ATTACHMENT 8

ESTIMATED DELIVERY SCHEDULE

AWARD SIGNED	August 19, 2013
PERIOD OF PERFORMANCE START	August 26, 2013
DETAILED FINAL EVALUATION PLAN	September 5, 2013
IN-BRIEF WITH USAID	September 9, 2013
ESTIMATED START OF FIELD WORK	September 10, 2013
EXIT BRIEFING WITH USAID	September 25, 2013
DRAFT EVALUATION REPORT DUE	October 9, 2013
USAID COMMENTS	October 23, 2013
FINAL EVALUATION REPORT/FLASH DRIVE DUE	October 30, 2013