Request for Proposal

RFP Title: **ACE Final Evaluation**
RFP No: ACE-P4795-22-01
Date of Issuance: June 1, 2022
Due Date for Questions: June 15, 2022
Response to Questions: June 24, 2022
Closing Date/Submission Due Date: **July 1, 2022**
Estimated Award Date: August 15, 2022
Estimated Award Completion Date: November 30, 2022

Request for Proposal (RFP) for ACE Final Evaluation

I. BACKGROUND

Pact works with partners to build resilience, improve accountability, and strengthen knowledge and skills for sustainable social impact. We are a recognized global leader in human development, with expertise in capacity development, public health, governance, the environment, energy, livelihoods, women’s empowerment, mining communities, microfinance and more. We partner with local organizations, businesses, and governments to build lasting solutions for thriving, resilient communities. In Myanmar, Pact has been implementing development, health, and microfinance programs since 1997.

ACE Project Overview

The Advancing Community Empowerment in Southeastern Myanmar (ACE) project, funded by the U.S. Agency for International Development, supports communities in their empowerment processes by reducing vulnerabilities, promoting community participation in decision making, and strengthening mechanisms for more responsive and accountable local governance. A five-year (2017-2022) $48 million project, ACE is implemented by a consortium of four international organizations that include Pact, Save the Children, Mercy Corps, and Community Partners International. The project also partners with a range of local and regional organizations to address a variety of community needs and development priorities in the region. The project’s direct beneficiaries number over 420,000 vulnerable and marginalized community members across the southeast, with a focus on empowering women and youth and providing support to conflict-affected communities.

ACE works to foster improved local governance through integrated, inclusive, and sustainable service provision to underserved and vulnerable communities in southeastern Myanmar. Beginning with community-identified needs and solutions, the project takes a systems approach that constructively engages the demand and supply sides of service delivery, focusing on health, education, livelihoods, water, sanitation, and hygiene (WASH), and disaster risk management. Through activities directly implemented by its consortium partners, ACE has supported formation and leadership development of Village Development Committees (VDCs) in over 350 villages in Kayah, Kayin, Mon, and S. Shan states. ACE has trained hundreds of village
volunteers to support VDCs for leadership development and community action planning, as well as providing technical skills to VDC subcommittees on health, WASH, agriculture, livestock, and micro-fund management. Through its network of more than 50 local partners, ACE has supported delivery of education, health, and livelihood services as well as support for rights, social inclusion, conflict mediation, access to information, and humanitarian assistance across the southeast.

II. SCOPE OF WORK

A. Place of Performance

In-person services required under this solicitation will be performed and provided in Myanmar. Some services may be provided from Thailand as needed.

B. Period of Performance

All goods and services required under this solicitation will be delivered from August 15, 2022 and will conclude by November 30, 2022.

C. Scope of Work

Pact is seeking a vendor to conduct a final evaluation of its USAID-funded ACE project. The purpose of the final evaluation is to assess whether the project has achieved the expected results as outlined in the results framework (see Attachment 3). The final evaluation should assess project achievements and challenges in terms of impact, relevance, effectiveness, efficiency, and sustainability of project design, implementation, management, results, and adaptations. It should seek to provide lessons learned and recommendations for USAID, Pact, project partners, and other key stakeholders for future community empowerment programming in southeastern Myanmar.

The evaluators will provide Pact and USAID with data and analysis on ACE program performance over the life of the project from 2017 to 2022. In addition to evaluating overall project impact, the evaluators will include an analysis of how major changes in the operating environment nationally and in the southeast from early 2020 onwards affected program performance and assess adaptations made to the ACE project in response to these changes.

The evaluation will cover ACE project locations in southeastern Myanmar. ACE defines southeastern Myanmar as: southern Shan State, Kayah State, Kayin State, eastern Bago Region, Mon State, and Tanintharyi Region.1 ACE conducts direct implementation in 349 villages in eight townships: Pekon (southern Shan State); Demoso, Hpruso, Hpasawng (Kayah State); Hlaingbwe, Kyainseikgyi, and Thandaunggyi (Kayin State); and Thanbyuzayat (Mon State). ACE’s network of local partner subgrantees work across southeastern Myanmar. Overall, ACE implements in 3,557 locations in 53 townships across the southeast. Additionally, ACE supports partners operating across the border in Thailand, thus the evaluation will also include analysis of cross-border dynamics, activities, and partners in Mae Sot and Chiang Mai, Thailand (see Attachment 4 for location information).

The evaluation will analyze project performance data collected by Pact and its partners as collected in ACE MEL systems and reports, as well as directly collect new data from

---

1 Note ACE partners also have limited implementation in Eastern Shan State and Nay Pyi Taw Union Territory.
project volunteers, partners, and beneficiaries. The evaluators will collect endline data for key indicators including the project goal.

In general, the final evaluation should assess the following aspects (associated evaluation questions are illustrative, and evaluator may propose specific questions to answer and how to answer them in their proposal):

**Impact:** Assessment of the medium and long-term effects, both intended and unintended, of a project intervention. Effects can be both direct or indirect and positive or negative. To the extent possible, the evaluation should assess the extent to which the effects are due to the project intervention and not other factors.

Illustrative evaluation questions:
- What are the immediate and/or medium-term results (intended and unintended, positive and negative) of ACE over five years of implementation?
- What are ACE’s main legacies across its three objectives and sectoral areas (governance, health & WASH, education, livelihoods, disaster risk management)?
- To what extent has the project contributed to strengthening demand for inclusivity in local-level governance and decision-making, especially among vulnerable and marginalized groups? (Includes endline data collection for the project’s goal-level indicator: % of targeted population who believe decision-making is inclusive and responsive)
- To what extent have project interventions and adaptations had a positive impact on community resilience to respond to crises and shocks?
- Were successful interventions optimized and/or scaled up during the project’s implementation?
- Which approaches would merit additional investment through future programming in the southeast?

**Relevance:** The extent to which the project interventions met the needs of the project beneficiaries and is aligned with USAID’s and US Government’s development goals, objectives, and strategies, in particular USAID/Burma Mission DGHA’s Strategy. Relevance should also address the extent to which the project was properly implemented in respect to the economic, cultural, and political context, and how well the project adapted to changes in the context.

Illustrative evaluation questions:
- How relevant have ACE’s priority interventions and approach been to in achieving its purpose of empower communities and improving inclusive decision making in its target areas?
- How has the original design evolved during ACE’s implementation, and how relevant have these adaptations been at responding to community needs and the changing context?
- How has ACE contributed to USG goals in Myanmar and responded to changes in USG and USAID strategic priorities during project implementation?

**Effectiveness:** The extent to which the project has achieved its objectives. Effectiveness should also assess the extent to which the interventions contributed to the expected results or objectives.
Illustrative evaluation questions:

- What were the major factors—including project design, implementation, and the operating environment—which influenced the achievement or non-achievement of the objective targets?
- Which ACE activities were most effective, and which least effective, in contributing to strategic objectives of reducing vulnerability, strengthening participation, and improving local governance?
- How do ACE beneficiaries perceive the overall quality of project delivery and technical assistance?
- How did ACE adapt to the changing context, particularly the pandemic, political upheaval, and conflict, and were the adaptations effective to maintain safety and deliver results?

Efficiency: The extent to which the project resources (inputs) have led to the achieved results. An assessment of efficiency should also consider whether the same results could have been achieved with fewer resources or whether alternative approaches could have been adopted to achieve the same, or better, results.

Illustrative evaluation questions:

- Which approaches and intervention areas were most efficient in terms of cost, time, and labor in delivering results? Which approaches were less efficient?
- To what extent does the management structure support efficiency for implementation, learning, and adaptation for Pact and ACE partners and ensure proper risk management?

Sustainability: Assessment of the likelihood that the benefits of the project will endure over time after the completion of the project. Sustainability should also assess the extent to which the project has planned for the continuation of project activities, developed local ownership for the project, and developed sustainable partnerships.

Illustrative evaluation questions:

- What is the likelihood that the project benefits will endure over time after ACE ends?
- To what extent has ACE developed local ownership and sustainable partnerships?
- Which institutions or processes are likely to continue operation after completion of ACE?
- What recommendations do key project stakeholders have for similar, future activities?

Target Audiences: Findings, conclusions, and recommendations are intended for several target audiences:

a. Donor. USAID will be provided with results data and findings that demonstrate the degree to which ACE has achieved all project goals and targets. These data will be based on performance indicator results but supported with additional project results, budgetary information, and qualitative data, lessons learned, and recommendations.

b. Local Partners and Beneficiaries. ACE’s final evaluation will quantify the project’s achievements among its beneficiaries and local implementing partners and provide important evidence to inform future interventions and growth in the sector to all
these stakeholders, which include local ethnic authorities, ethnic health and education providers, private sector associations, farmers and farmer groups, traders, and small business owners and women entrepreneurs, among others.

c. Development Professionals. ACE’s final evaluation will attempt to assist development professionals and technical experts working in southeastern Myanmar by sharing best practices and lessons learned related to ACE’s design, methodology, and results.

**Methodology:** Applicants should propose research methods best suited to evaluating the ACE project’s impact, relevance, effectiveness, efficiency, and sustainability of project design, implementation, management, results, and adaptations. Applicants may propose use of qualitative and/or quantitative methods suitable for collecting data representative of project participants, partners, and beneficiaries. Data collection may be done in-person, online, or via phone depending on approach. In-person interviews are the preferred approach for collecting data from beneficiaries due to sensitivities and limited internet and phone coverage in some areas. However, access may be limited in some ACE implementation areas due to current political dynamics.

An evaluation plan outline including significance and rationale, study design, and methodology, including sampling strategy and data analysis plan, should be proposed as part of the technical proposal. The evaluators should also incorporate review of ACE’s MEL Plan, Performance Indicator Reference Sheets (PIRS), and results framework (see Attachment 3) as well as ACE’s Baseline Assessment and Midterm Evaluation (see Attachment 5) where relevant to connect previous data collected with final evaluation data. Pact does not expect the final evaluation to replicate the midterm evaluation or baseline assessment due to changes in context, data limitations, and access restrictions. Pact expects the evaluators to apply a do-no-harm approach in proposing the best methodology to achieve the final evaluation’s objectives that also ensures the safety and security of respondents. The selected evaluation firm will be responsible for developing the data collection protocols and detailed evaluation plan based on the outline submitted in the proposal, but all final decisions regarding methodology will be made in collaboration with Pact.

The following methods and tools should be considered in the evaluation design:

- **Document review.** The evaluators should consult a broad range of background documents related to the project’s sectoral interventions in the southeast, in addition to program documents and reports provided by Pact.

- **Key Informant Interviews (KII).** KIIIs are suggested to be conducted with key stakeholders, including Pact and ACE Consortium partner staff, local grantee partner staff, and project beneficiaries and stakeholders. KIIIs should be conducted in-person and in local language where feasible, but applicant may propose other methods such as phone interviews where access is restricted.

- **Focus Group Discussions (FGDs).** The evaluators should consider conducting focus group discussions with technical teams, volunteers, village committees, project groups (WORTH, farmers, PTAs, etc), and beneficiaries. Special attention should be made to ensure inclusive participation from women, youth, persons with disabilities, minorities, and other marginalized groups. FGDs should be conducted in-person and
in local languages where feasible, but applicant may propose other methods such as phone interviews where access is restricted.

- **Surveys.** The evaluators should assess whether quantitative data collection through surveys, either in-person or remotely, is feasible and relevant for the final evaluation. In particular, applicants should propose how to collect endline data on the ACE project goal indicator of “% of targeted population who believe decision-making is inclusive and responsive”, whether through quantitative or qualitative data collection or a mixed methodology. If a quantitative survey is proposed, applicant should explain their planned sampling and data analysis methodology.

### D. Deliverables

**Deliverable 1: Co-creation Workshop**

A virtual co-creation workshop will be organized by the contractor in coordination with Pact, with participation by representatives from ACE consortium partners and interested local partners. Key objectives of the workshop are to further elaborate and define a common understanding of the assignment among the implementing partners and the contractor, as well as further detailing the technical execution of the assignment.

**Deliverable 2: Inception Report**

Inception report should detail the service provider’s understanding of the final evaluation objectives and present a detailed methodology including sampling strategy, data collection, and analysis plan. It should also include a work plan with clear timelines, detailing key deliverables, and a matrix with a detailed list of key questions, sub questions relating to the end line evaluation criteria, data sources, methods of data collection, and data modality. Pact will provide written feedback on the inception report before the contractor begins interviews.

**Deliverable 3: Preliminary results presentation & validation workshop**

The contractor will summarize the key findings and recommendations of the evaluation in a PowerPoint presentation. It should include a summary of the findings and key takeaways from interviews conducted with beneficiaries and volunteers, key local partners, and ACE Consortium partners. This will be presented to Pact and other key stakeholders in a validation workshop. Feedback from the presentation will be shared with the evaluator following the presentation for incorporation into the draft report.

**Deliverable 4: First Draft Evaluation Report**

After incorporating feedback received on the powerpoint through the validation workshop, the evaluator will develop a first draft of the written evaluation report (with an Executive Summary of key findings) and submit electronically to Pact for review and comment.

**Deliverable 5: Second Draft Evaluation Report**

After receiving the comments from Pact on the first draft of the evaluation report, the contractor will incorporate the feedback and produce a second draft of the report for another round of review and feedback. The contractor will also attach the following annexes to the final report: data collection tools and guidelines, questionnaires, data collection locations, disaggregation of respondent information by location, age, sex, and other categories, and other relevant supporting documentation.
Deliverable 6: Final Evaluation Report

The contractor will submit a final report as per the agreed timelines in electronic copy with clear set of findings, conclusions, and recommendations, based on an agreed reporting outline and incorporating feedback from the first and second drafts of the report. In addition to the annexes with data collection information included in the report, the contractor will also include the related codebooks, analysis, and data source files used for the evaluation.

### Summary

<table>
<thead>
<tr>
<th>No</th>
<th>Deliverables including Reporting Requirements</th>
<th>To be Completed by no later than these Due Dates</th>
<th>Delivery Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Co-creation workshop</td>
<td>August 19, 2022</td>
<td>Virtual</td>
</tr>
<tr>
<td>2</td>
<td>Inception report</td>
<td>August 31, 2022</td>
<td>Electronic copy</td>
</tr>
<tr>
<td>3</td>
<td>Preliminary results presentation &amp; validation workshop</td>
<td>October 15, 2022</td>
<td>PPT presentation, Electronic copy</td>
</tr>
<tr>
<td>4</td>
<td>1st Draft Evaluation Report</td>
<td>November 1, 2022</td>
<td>Electronic copy</td>
</tr>
<tr>
<td>5</td>
<td>2nd Draft Evaluation Report</td>
<td>November 15, 2022</td>
<td>Electronic copy</td>
</tr>
<tr>
<td>6</td>
<td>Final Evaluation Report</td>
<td>November 30, 2022</td>
<td>Electronic copy</td>
</tr>
</tbody>
</table>

### III. SUBMISSION INSTRUCTIONS

A. **Submission of Questions:** All questions or clarifications regarding this RFP must be in writing and submitted to [myanmarprocurement@pactworld.org](mailto:myanmarprocurement@pactworld.org) no later than **5:00 pm Myanmar time on July 1, 2022**. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

B. **Technical Proposal**

The technical proposal in response to this solicitation must address how the offeror intends to carry out the statement of work contained in Section II. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. Please note that technical proposals will be evaluated based on the evaluation criteria set forth in Section IV. Offerors shall provide all documentation in English. The technical proposal should be in font size 12, Times New Roman, single spacing. Proposals should not exceed 13 pages. Please note that technical and cost applications should be separate files.

1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per Attachment 1. This section does not count against the page limit above.

2. **Capability Statement:** Provide a short description of offeror’s capabilities that qualify the organization to be chosen to conduct the scope of work. This should be one (1) page. In an annex to the technical proposal, you should provide a copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered, copy of company tax registration, or equivalent document (if available), and copy of trade license, or
equivalent document (if available).

3. **Technical Approach**: The technical approach should state clearly the offeror’s understanding of the requirements in Section II as well as the proposed approach to accomplish the contract objectives and achieve results. Offerors should keep in mind the geography of the place of performance and any travel that may be required to accomplish the work. Clarity, completeness, and directness are imperative. Elaborate formats are not desirable. This section should be five (5) pages.

4. **Management and Staffing Plan.** Please describe how proposed staff will work collaboratively to achieve the offeror’s proposed technical approach to the scope of work. The offeror should include a management and staffing plan including both key and non-key personnel for activities along with details on the roles and responsibilities of the staff. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. This section should be two (2) pages.

5. **Detailed Work Plan.** Describe the key activities you will undertake under this contract. At a minimum you must include a description of the activity, expected outputs, and estimated completion date. This section should be two (2) pages.

6. **Past Performance.** Describe the organization’s previous experience within the technical area for projects of the same or similar scope and size. Offerors must include details demonstrating their experience and technical ability, including those of proposed consortium members, in implementing the technical approach/methodology and the detailed work plan. This section should be two (2) pages.

7. **References.** Offeror shall list at least three major contracts its company has held over the past five (5) years for the same or similar work. This section should be one (1) page. Provide the following information for each contract:

   a. Customer's name, address, and telephone numbers of customer's lead contact and technical personnel;
   b. Contract number and type;
   c. Date of the contract, place(s) of performance, and delivery dates or period of performance;
   d. Contract size and dollar value;
   e. Brief description of the work, including responsibilities;
   f. Comparability to the work required under this solicitation;
   g. Brief discussion of any technical problems and their resolutions;
   h. Brief discussion of any terminations (partial or complete) and the type (convenience or default) as well as any show cause notices or cure notices (provide explanatory details).

C. **Cost Proposal**

Cost proposals will be evaluated separately from technical proposals. The cost proposal shall include a detailed budget that reflects clearly the costs necessary to implement the proposed contract and must include all taxes that are required to provide the services requested. Costs should be represented in U.S. Dollars. The anticipated award will be an all-inclusive fixed-price contract. No profit, fees, taxes, or additional costs can be added after award. The cost proposal must be valid for at least 90 days.
1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per Attachment 1. This section does not count against the page limit above.

2. **Summary Budget.** The offeror should present a summary budget by line item.

3. **Detailed Budget.** In the detailed budget, the offeror should include a breakdown of line items that they believe are realistic and reasonable for the work in accordance with the technical requirements outlined in Section II. Offerors must provide a detailed budget showing major line items, e.g., salaries, fringe benefits, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g., salaries or rates for individuals, rent, utilities, insurance, etc. Offerors must show unit prices, quantities, and total price. The offeror should clearly identify indirect rates (including fringe rates), the base to which each indirect rate is applied, and the cost base.

4. **Budget Notes:** The Budget Notes should thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may be made by the offeror over and above the ones stated in this RFP that had a material effect on the resulting proposed cost. Offerors must clearly explain the basis of costs, meaning why and how Offerors are costing out certain figures for item or service, to establish reasonableness of costs. The notes should include a clear and thorough explanation for each budgeted line item, reflecting the rationale for the quantity required. If a proposed benefit (e.g., local fringe) is an all-inclusive rate, notes must specify what benefits are included in the proposed rates.

5. **Supporting Documentation:** Additional supporting budget documentation (as necessary), including travel quotations, historical cost information, profit/fee policy, etc. to substantiate all proposed costs. A copy of the latest NICRA or audited indirect costs must be included if the offeror has one.

Pact may require additional, more detailed budget information prior to issuing a contract.

**D. Certifications:** Offerors responding to this RFP must include the following disclosures and certifications as part of the proposal submission in an annex to the cost proposal.

1. Disclose any close, familial, or financial relationships with Pact or project staff. For example, if an offeror’s cousin is employed by the project, the offeror must state this.

2. Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror’s father owns a company that is submitting another proposal, the offeror must state this.

3. Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

4. Certify that all information in the proposal and all supporting documentation are authentic and accurate.

**E. Submission of Proposals:** The deadline for submission of proposals is **5:00 pm Myanmar time on July 1, 2022**. Submissions must be forwarded in electronic format only (either PDF or Microsoft Word and Excel) to myanmarprocurement@pactworld.org.
Offeror’s proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. The technical proposal and cost proposal must be kept separate from each other. Please reference the RFP Number and RFP Name in the e-mail subject line. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Pact. Pact cannot guarantee that late offers will be considered.

IV. EVALUATION CRITERIA

A. Review Process. Pact will establish a selection committee that includes representatives from various company departments and external professionals if necessary. All technical reviewers will be subjected to a screening process to eliminate any conflict of interest. Evaluation will be based on the criteria set forth in Section B. Evaluation Criteria.

B. Evaluation Criteria. The award will be decided on Best Overall Value as determined by a Selection Committee on the basis of the criteria set forth below, as demonstrated in the Offeror’s proposal. Only proposals conforming to the solicitation requirements will be considered. This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and expectations below, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Expectations</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsiveness to the Scope of work</td>
<td>Technical know-how – Does the proposal clearly explain, understand, and respond to the objectives of the project as stated in the Scope of Work?</td>
<td>20</td>
</tr>
<tr>
<td>Feasibility of approach and methodology</td>
<td>Approach and Methodology – Do the proposed program approach and detailed activities /timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?</td>
<td>25</td>
</tr>
<tr>
<td>Feasibility of management approach and overall staffing</td>
<td>Is proposed management approach sufficient to achieve offeror’s technical approach?</td>
<td>15</td>
</tr>
<tr>
<td>Key Personnel Qualifications</td>
<td>Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?</td>
<td>10</td>
</tr>
<tr>
<td>Offeror’s Past Experience and Implementation of Similar Assignments</td>
<td>Company Background and Experience – Does the company have experience relevant to the project Scope of Work?</td>
<td>30</td>
</tr>
</tbody>
</table>

**TOTAL AVAILABLE POINTS 100**
V. TERMS AND CONDITIONS

A. Disclaimers

- Pact reserves the right to modify by written notice the terms of this solicitation at any time in its sole discretion. Pact may cancel the solicitation at any time.
- Pact may reject any or all proposals received.
- Issuance of solicitation does not constitute award commitment by Pact.
- Pact reserves the right to disqualify any application based on applicant’s failure to follow solicitation instructions.
- Pact will not compensate applicants for their response to the solicitation.
- Pact reserves the right to issue an award based on initial evaluation of applications without further discussion.
- Pact may choose to award only part of the scope of work in the solicitation or to issue multiple awards the scope of work.
- Pact reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
- Pact may contact offerors to confirm contact person, address, and that the proposal was submitted for this solicitation.
- Pact may contact listed past performance references without notice to the offeror. Pact also reserves the right to contact other past performance information sources that the offeror did not list in the proposal.
- By submitting a proposal, the offeror confirms they understand the terms and conditions.
- Information pertaining to and obtained from the Offeror as a result of participation in this solicitation is confidential. The offeror consents to the disclosure of the documents submitted by the offeror to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.

B. Standard Provisions

See Attachment 2: Pact General Terms and Conditions for Contracts

C. Attachments

Attachment 1: Proposal Cover Sheet
Attachment 2: Pact General Terms and Conditions for Contracts
Attachment 3: ACE Theory of Change and Results Framework
Attachment 4: ACE Implementation Locations
Attachment 5: Assessment Background Information
**Attachment 1: Proposal Cover Sheet**

**Instructions:** Please fill in the information requested highlighted in yellow below. This page should be the first page in your Technical Proposal Submission and in your Cost Proposal Submission.

<table>
<thead>
<tr>
<th>Project RFP No.:</th>
<th>ACE-P4795-22-01</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Title:</td>
<td>ACE Final Evaluation</td>
</tr>
<tr>
<td>Submission Date:</td>
<td>Month/Day/Year -Time AM/PM – Time Zone</td>
</tr>
<tr>
<td>Internal Proposal Number</td>
<td>(for vendor use if applicable)</td>
</tr>
<tr>
<td>Anticipated Performance Start Date</td>
<td>Month/Day/Year</td>
</tr>
</tbody>
</table>

**Offeror Contact information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Insert here</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Insert here</td>
</tr>
<tr>
<td>Email</td>
<td>Insert here</td>
</tr>
<tr>
<td>Phone</td>
<td>Insert here</td>
</tr>
<tr>
<td>Address</td>
<td>Insert here</td>
</tr>
<tr>
<td>DUNS #</td>
<td>Insert here</td>
</tr>
<tr>
<td>Type of Entity</td>
<td>Insert here</td>
</tr>
</tbody>
</table>

**Persons authorized to negotiate for Offeror**

| Insert Name, title, and contact information |

**Total Cost Proposed**

| Insert total cost here |

**Total Pages submitted (include all annexes)**

| Insert total pages here |

**Offeror Agreement**

By signing this document, Offeror hereby certifies to the accuracy and completeness of all pricing information, technical data, delivery dates, representations and certifications included in their offer as well the acceptance of all of the terms and conditions set forth in the RFP/Solicitation. The Offeror confirms that all prices and delivery dates shall be valid for a period of ninety (90) days following the anticipated performance start date stated above, unless otherwise clearly specified by Offeror.

**Signature:**

**Name and Title:**

**Date:**
Attachment 2: Pact General Terms and Conditions for Contracts

1. **Contract Type**
   (a) This is a fixed amount type contract. For the consideration set forth, the Contractor shall provide the services described and the level of effort described in the scope of work.
   (b) The costs allowable shall be limited to reasonable, allocable and allowable costs determined in accordance with Articles 3, 4 and 5 of this contract.

2. **Estimated and Obligated Amount**
   (a) The total estimated cost for the performance of the work required hereunder for the contract and is set out in the budget.
   (b) The total obligated amount available for work under this contract is set out in the award. The Contractor is not authorized to make expenditures or incur obligations exceeding this amount unless advance approval is requested and received via written modification to this contract.
   (c) Pact is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified in the budget of this contract.

3. **Allowable Costs**
   Costs shall be incurred in accordance with and as detailed in the budget in Scope of work. The costs allowable under this contract will be limited to those reasonable and allocable to the project. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. A cost is allocable is incurred specifically for the furtherance of the work performed under the contract. Costs will be determined allowable in accordance with the terms of this contract.

4. **Limitation of Cost**
   (a) The Contractor shall notify the Pact Agreement Officer in writing whenever it has reason to believe that (i) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or (ii) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Pact Agreement Officer a revised estimate of the total cost of performing this contract.
   (b) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the contract, until the Pact Agreement Officer issues a modification increasing the estimated cost of the contract in writing.
   (c) If the estimated cost specified in the contract is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Pact Agreement Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
   (d) Nothing in this clause shall affect the right of Pact to terminate this contract. If this contract is terminated, Pact and the Contractor shall follow the procedures in applicable section.
5. **Limitation of funds**

(a) The Contractor shall notify the Pact Agreement Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total obligated amount so far allotted to the contract. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the contract.

(b) Sixty days before the end of the period of performance specified in the contract, the Contractor shall notify the Pact Agreement Officer in writing of the estimated amount of additional obligated funds, if any, required to continue timely performance under the contract and when the funds will be required.

(c) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the amount then obligated to the contract.

(d) When the amount obligated by Pact to the contract is increased, any costs the Contractor incurs before the increase that are in excess of the amount previously obligated shall be allowable to the same extent as if incurred afterward, unless the Pact Agreement Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(e) If the amount obligated exceeds the estimated cost specified in the contract, the estimated cost shall be increased to that extent.

(f) Nothing in this clause shall affect the right of Pact to terminate this contract. If this contract is terminated, Pact and the Contractor shall follow the procedures in applicable section.

6. **Level of Effort**

(a) The approved level of effort (LOE) for professional technical labor is set out in Scope of work 5 for the base contract. The Contractor should not exceed the LOE for the named positions in Scope of work 5 without the prior authorization of Pact. The level of effort includes person-days associated with key personnel and any subject matter advisors required as well as training design and delivery; monitoring, evaluation and learning; and senior grants management positions. Other professional and non-professional effort including: administrative, financial support, procurement efforts are not included in the above.

(b) The Contractor shall notify the Pact Agreement Officer in writing whenever it has reason to believe that the LOE it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total annual LOE for the contract. The notice shall state the estimated amount of LOE required to continue performance for the period specified in the contract.

7. **Marking and branding**

(a) The Contractor must comply with the approved Branding Implementation and Marking Plan, incorporated as Section TBD of this contract or any successor branding policy.

(b) Specific guidance on branding and marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for publications, activity construction sites and other activity locations. This guidance will be provided through the Pact Technical Monitor indicated in Section 1.1 of this contract.

(c) Authority to waive marking requirements is vested with the Pact Technical Monitor and must be obtained in writing.
8. Communications
(a) The Contractor will identify appropriate opportunities for publicizing the Project and notify Pact in a timely manner.
(b) The Contractor must not make any media or other announcements or releases relating to this project or the contract either during or after the implementation of the project without the prior approval of Pact as to the form, content and manner of the announcement or release.
(c) The Contractor shall adhere to the reasonable written instructions provided by Pact concerning:
• The use of the project name and logo on Project materials;
• How reference to the Project, and/or Pact in any reports, presentations and promotional material produced by the Contractor in connection with the Project.
• Neither party, Pact or the Contractor, will use the other party’s name, logos, trademarks, or other marks without that party’s consent.
• The Contractor will ensure that any personnel, lower tier contractors, or any person acting on their behalf shall agree changes in Pact’s rights under this Clause.

9. Place of Performance
The place of performance of this contract will be in Myanmar and Thailand.

10. Period of Performance
The period of performance for this contract is as specified in TBD.

11. Performance Standards
Pact will evaluate the contractor’s performance in accordance with the contractor’s adherence to the annual work plan, reporting against its Monitoring and Evaluation (M&E) Plan, and quality of reports described below. The Pact Agreement Officer and the Pact Technical Monitor will jointly conduct the evaluation of the Contractor’s overall performance, utilizing at a minimum, the following factors:
(a) Quality;
(b) Schedule;
(c) Cost control;
(d) Management;
(e) Utilization of Small Business (as applicable);
(f) Regulatory Compliance;
(g) Other Areas (as applicable) (e.g., late or nonpayment to lower tier contractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

12. Inspection and Acceptance
(a) Definition. “Services,” as used in this clause, includes services performed (activities, trainings, workshops, etc.), workmanship, and materials furnished (including reports, data sets, published works, etc.) or used in performing services.
(b) The Contractor shall provide and maintain an inspection system acceptable to Pact covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to Pact during contract performance and for as long afterwards as the contract requires.
(c) Pact has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. Pact shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If any of the services performed do not conform to contract requirements, Pact may require the Contractor to perform the services again in conformity with contract requirements, for no additional cost or fee. When the defects in services cannot be corrected by performance, Pact may—
   (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
   (2) Reduce any costs and fee payable under the contract to reflect the reduced value of the services performed.
(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, Pact may—
   (1) By contract or otherwise, perform the services and reduce any costs or fee payable by an amount that is equitable under the circumstances; or
   (2) Terminate the contract for default.

13. Key Personnel
   The Key Personnel whom the Contractor shall furnish for the performance of the contract will be as specified in Scope of work. If the Key Personnel identified in are considered to be essential to the work being performed by Contractor. The Contractor is responsible for providing the identified Key Personnel for the term required in contract. Unless failure to provide such Key Personnel is beyond the control of Contractor (e.g., non-acceptance or termination of employment by the individual, death or illness of the individual), failure to provide such key personnel will be considered non-performance by Contractor. If the Contractor is unable to comply with these requirements, Contractor will immediately notify in writing the both the Pact Agreement Officer and Pact Technical Monitor reasonably in advance of the individual’s departure or non-acceptance of employment and shall submit a written justification (including proposed substitutions and implications for contract total estimated cost) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of Pact reflected as a written modification to the contract.

14. Authorized Work Day/Week
   (a) The length of the Contractor’s workday shall be in accordance with the Contractor’s established written policies and practices, but shall be no less than 8 hours per day.
   (b) The workweek for individuals providing services overseas shall be five days, unless approved in advance and in writing Pact Agreement Officer.
   (c) For the purposes of this contract, a workday shall include, in addition to direct time spent in providing/performing services, time actually spent in authorized travel necessary in connection with duties directly related to work under the contract. In no event, however, will payment be made for any travel time in excess of the time required for travel by the most direct and expeditious route.
   (d) The negotiated daily rate for a fractional part of a day shall be pro-rated, accordingly. Under no circumstances will overtime/premium pay be allowed.

15. Technical Direction
   (a) Technical Directions will come from the Pact Technical Monitor and include:
• Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
• Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
• Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Scope of work.
• Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
• Perform or cause to be performed, inspection and acceptance as necessary in connection with the Contract and require the Contractor to correct all deficiencies.
• Maintain all liaison and direct communications with the Contractor.
• Issue written interpretations of technical requirements of drawings, designs, and specifications.
• Monitor the Contractor’s production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Pact Agreement Officer incidents of faulty or nonconforming work, delays or problems.

(b) The Pact Technical Monitor will convene meetings with the Contractor concerning performance of items delivered under this contract and any other administration or technical issues.
(c) LIMITATIONS: The Pact Technical Monitor is not empowered to agree to, or sign any contract or modifications thereto, or in any way to obligate the payment of money by Pact. The Pact Technical Monitor may not take any action, which may impact on the contract terms and conditions, funds, or scope. All contractual agreements, commitments, or modifications, which involve cost, obligations, level of effort, place of delivery, quantities, quality, and schedule shall be issued only by the Pact Agreement Officer and shall be signed by the Pact Authorized Representative.
(d) Contractual Problems - Contractual problems, of any nature that may arise during the life of the contract must be handled in conformance with the terms and conditions of the contract, specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Pact Agreement Officer is authorized to formally resolve such problems after discussions with the Contractor’s Contracting Officer. The Pact Agreement Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Pact Agreement Officer is the sole authority authorized to issue Modification Orders that approve changes in any of the requirements under this contract. These changes are: scope of work, price, level of effort, quantity, technical specifications, delivery schedules, and contract terms and conditions.

16. Pact Authorized Representatives
The Pact Authorized Representatives are the following:
   (a) The Pact Technical Monitor is hereby designated as the person who is responsible for providing technical direction, as per Section TBD, to the Contractor. The Pact Technical Monitor is identified in Section 1 TBD of this contract.
   (b) All contractual matters relating to this Contract will be administered Pact Agreement Officer named in Section TBD of this contract.
17. Modifications

(a) Any modification or variation of this contract shall be issued as a written modification signed by the authorized representatives of each party. Modifications include, but will not be limited to the following areas: scope of work, cost, obligation, options, reporting schedules, and contract terms and conditions. If the contractor effects any changes not covered by issuance of a modification from Pact, these changes shall be considered to be have been made without authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Pact conduct that the Contractor considers to constitute a modification to this contract. Except for modification identified as such in writing through an official modification and signed by the authorized representatives of each party, the Contractor shall notify the Pact Agreement Officer in writing promptly, within 20 calendar days from the date the Contractor regards as the date a modification to the contract terms and conditions (including actions, inactions, and written or oral communications) was ordered. In the communication to the Pact Agreement Officer, the Contractor will identify the following:

1. The date, nature, and circumstances of the conduct regarded as a modification;
2. The name, function, and activity of each individual, official, or employee involved in or knowledgeable about such conduct;
3. The identification of any documents and the substance of any oral communication involved in such conduct;
4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
5. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
   (c) What budget line items and level of effort have been or may be affected by the alleged modification;
   (d) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged modification;
   (e) What adjustments to contract cost, obligation, scope of work, work plan, delivery schedule, and other provisions affected by the alleged modification are estimated; and
   (1) The Contractor’s estimate of the time by which Pact must respond to the notice to minimize cost, delay or disruption of performance.

(f) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions.

(g) Pact response. The Pact Agreement Officer shall promptly, within 20 calendar days after receipt of notice, respond to the notice in writing, either confirming the modification and providing a written modification, countermand any communication regarded as a modification, clarify that the conduct of which the Contractor gave notice does not constitute a modification, or request more information in order to make a decision.

(h) Equitable adjustments. If the Pact Agreement Officer confirms that there is a modification as alleged by the Contractor, and if any such modification causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract or otherwise affects any other terms and conditions of this contract, whether or not changed by a modification, then the Pact Agreement Officer shall make an equitable adjustment in the contract price, delivery
schedule, and other terms and conditions as affected. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor’s failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

(i) Failure by the contractor to report to the Pact Agreement Officer any action by Pact considered a modification under this section within 20 days waives the Contractor’s right to any claims for equitable adjustment.

18. Invoicing

(a) The Contractor shall submit proper invoices for reimbursable costs that the contractor has incurred in the performance authorized under this contract. Cost should be invoiced at least once per month, but no more than every two weeks. Invoices must be submitted on company letterhead and submitted to Pact. The invoice format is provided in Section TBD.

(b) The line item breakdown of each invoice should follow the order of the cost categories authorized in the budget. With each invoice, the contractor shall provide a breakdown of the number of person months during the invoice period and cumulatively. Other direct costs (ODCs) must be identified, e.g., travel, per diem, supplies, etc. The Contractor agrees to furnish support data upon request on costs invoiced under this contract. Pact reserves the right to verify invoiced costs and withhold payment until such time that the contractor submits any additional documentation requested by Pact to support of such costs.

A proper invoice must contain the following information:

1) Name and complete address of contractor;
2) Date of invoice;
3) Billing Period covered by Invoice;
4) Prime Contract Number and Contract Number;
5) Pact Project Number;
6) Description of services/products being billed, including:
7) Total Hours and Costs by Individual billed; Total Labor Costs; Total Other Direct Costs by Cost Category (travel, per diem, allowances, participant training, supplies, equipment, etc.);
8) Current and Cumulative Amounts for each Line Item being billed; and total amount due on the current invoice.
9) Name and complete address of contractor official/bank to send payment to (if payment is to be sent to a bank account, provide complete account number, routing number, SWIFT code and bank address);
10) Name, telephone, and complete address of contractor official to notify if the invoice is found to be defective; and
11) A certification signed by an authorized representative of the contractor, as follows:

(h) “The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of (the contractor’s name) in accordance with the terms of this contract and are correct; the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by (the contractor’s name) when due in the ordinary course of business; the work reflected by these costs have been performed, and the quantities and amounts involved are consistent with the requirements of this contract; all required Pact approvals have been obtained; and appropriate refund to Pact will be made
promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.”

(i) Completion Invoices and Final Invoices. Within 60 days after the period of performance, the contractor shall submit a completion invoice reflecting all final costs incurred under this contract. This invoice should be marked “Final”. Failure by the Contractor to issue the final invoice within 60 days after the period of performance waives the Contractor’s right to payment.

(j) Upon payment of the final contract invoice, both parties shall jointly sign a release mutually discharging the other, its officers, employees, and agents from all liabilities, obligations, and claims arising out of or related to this contract, subject only to specified claims in stated amounts.

19. Payment

(a) Payment shall be made in USD by no later than thirty (30) calendar days after receipt and acceptance by Pact of the invoice with the contractor’s charges.

(b) Pact reserves the right to withhold payment of those costs that are either unauthorized or not properly and sufficiently documented. Pact shall notify the contractor of any improper or insufficiently documented costs. The notice shall specify the support documentation deficiencies related to any claims withheld from payment. Pact shall proceed with making payment for those costs that have been determined to be in order according to the cycle stated above. Payment by Pact of costs that have been withheld shall be made no later than thirty (30) calendar days after receipt and acceptance by Pact of the contractor’s explanation for the costs that have been previously withheld.

20. Record Retention

The contractor shall maintain accounting records and all other pertinent evidence of costs incurred and paid under this contract. The contractor shall make such records available at all reasonable times during the performance period of this contract and for three (3) years from the date of final payment hereunder for inspection and/or audit by Pact. Any proposed audit by Pact may be performed by Pact or by an independent auditing firm, hired by and at the expense of Pact, and will be subject to a non-disclosure agreement to ensure protection of the contractor’s proprietary data.

21. Set-off

In the event the contractor fails or refuses to pay or reimburse Pact for any expense, cost, claim, or damage for which the contractor is obligated to make payment under this contract, Pact shall have the right to set-off such expense, costs, claims, or damage against any sums otherwise due the contractor under this contract.

22. Audit

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Pact Agreement Officer, or an authorized representative of either party, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This
right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

(c) Certified cost or pricing data. If the Contractor has been required to submit certified cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the certified cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

(1) The proposal for the contract, lower tier contract, or modification;
(2) The discussions conducted on the proposal(s), including those related to negotiating;
(3) Pricing of the contract, contract, or modification; or
(4) Performance of the contract, lower tier contract, or modification.

(d) Access.—

(1) Pact shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a contract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to 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) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Pact Agreement Officer or an authorized representative of either party shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

(1) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
(2) The data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all contracts under this contract that exceed the simplified acquisition threshold, and—

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
(2) For which certified cost or pricing data are required; or
(3) That require the contractor to furnish reports as discussed in paragraph (e) of this clause.
(h) The Contractor must make a copy available to Pact of its annual audit within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period.

23. Taxes
Aside from taxes covered in TBD, the Contractor is responsible and liable for the payment of local sales, gross receipts, and valorem, property, excise or other taxes that may be applicable to the contract.

24. Procurement
The Contractor’s policies and practices used to procure goods and services under this contract shall conform to the requirements listed below:

- Contracts shall be awarded on a transparent and on a competitive basis to the largest extent possible.
- All solicitations must be clearly advertised to reach the largest amount of prospective bidders possible and prospective bidders shall be given a sufficient amount of time to respond.
- Solicitations shall provide all information necessary for a prospective bidder to prepare a bid including a clear, accurate description of the proposed terms and conditions of the final award.
- The conditions of participating in a contract bid shall be limited to those essential to determining the participant’s capability to fulfill the advertised contract and compliance with domestic procurement laws.
- Contracts shall be awarded only to responsible contractors with the ability to successfully perform the contracts.
- Prices paid to obtain goods and services will be reasonable.
- The Contractor shall maintain records documenting in detail the receipt and use of goods and services acquired under the contract, the nature and extent of solicitations of prospective suppliers of goods and services, and the basis of award.

25. Title to Property
(a) Title to all non-expendable property purchased with contract funds under this contract, shall at all times be in the name of Pact. All such property shall be under the custody and control of Contractor until Pact directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to Pact or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of Pact. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of $500 or more.
(b) Contractor shall prepare and establish a program, to be approved by Pact, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

26. Inventory
(a) The Contractor shall submit an annual inventory report on all non-expendable property under its custody. Pact will provide a template for the report.
(b) The Contractor shall, within 30 days after completion of this contract, or at such other date as may be fixed by the Pact Agreement Officer, submit an inventory report covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition, if any, has been made of such property.

27. Insurance

(a) Contractor shall, at its sole expense, keep in force insurance policies including Employer’s Liability Insurance, General Liability Insurance, and Automobile Liability Insurance in the amounts as specified and as required by statute with carriers satisfactory to Pact. All policies shall be maintained with companies, in forms and with deductibles reasonably acceptable to Pact and will be written as primary policy coverage and not contributing with, or in excess of any coverage which Pact shall carry. The insurance will be obtained under valid and enforceable policies issued by insurers licensed in the countries in which this agreement is being carried out. Certificates of insurance evidencing all of the above coverages and conditions (types and amounts) shall be and remain in full force and effect during the term of this contract. Contractor shall provide Pact with such certificates of insurance upon request. In the event of non-renewal of policies, cancellation or material change in the coverage provided, thirty (30) days prior written notice will be furnished to Pact prior to the date of non-renewal, cancellation or change.

(b) Contractors 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. Pact will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract.

28. Indemnity

(a) The contractor is solely and exclusively liable to third parties for all costs incurred by the contractor and for all claims of damages against the contractor arising out of or based on its performance of this contract.

(b) Each party will indemnify and hold harmless the other party against all liability or loss, demands, suits, damages and against all claims or actions, fines of judgments (including costs, attorney’s and witnesses’ fees and expenses incident thereto) based upon or arising out of property loss or damage and of personal injury or death which may be sustained by each party or by any of either party’s employees, agents, consultants, or contractors as a result of performing the work required under this contract. Each party agrees to indemnify the other party against, and save from, any claims arising from any such property loss or damage, personal injury or death but only to the extent that such property loss or damage, personal injury or death, is not attributable to the negligent or intentional act or failure to act on the part of Pact.

(c) The contractor further agrees to indemnify Pact and hold it harmless to the full extent of any price or cost reduction effected which may result from (a) the cost or pricing data submitted by the contractor, which is not accurate, current or complete as of the date submitted or certified by the contractor; (b) the failure of the contractor to disclose or consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent sections cited regulations.

(d) The contractor is responsible for obtaining and maintaining for the duration of this contract adequate liability, property damage insurance and other insurance in respect to any actions, suits, claims, demands, proceedings, liability referred to in this section.
29. **Force Majeure**

The Contractor shall be liable for delays and nonperformance unless it 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, delays of common carriers, and severe economic events. The Contractor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay.

30. **Disputes**

(a) In case of a dispute arising from this contract, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any dispute that is not settled through best efforts shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place in Washington, D.C. The language of arbitration shall be English. Arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. The arbitrator(s) may not award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as may be specified in the decision of the arbitrator(s). No news release, public announcement, denial or confirmation of any part of the subject matter of this Award shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this contract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

(b) The Contractor shall proceed diligently with its performance of this contract pending the final resolution of any dispute arising or relating to this contract. Pact shall continue to reimburse the Contractor for its allowable costs in accordance with the allowable costs and payment provisions of this contract except for those costs related to the dispute.

31. **Suspension and Termination**

(a) Pact reserves the right to suspend project activities at any time the activities of the Contractor become inconsistent with Pact’s scope of work, at the direction of the funder, or due to excusable delays. The suspension may be for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Pact Agreement Officer shall either—

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or Termination, clause of this contract.

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

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

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Pact Agreement Officer decides the facts justify the action.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of THE FUNDER, the Pact Agreement Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Pact Agreement Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) Pact may terminate this contract at any time, in whole or in part, upon written notice to the Contractor for any of the following reasons: a) whenever it is determined that the Contractor has materially failed to comply with the terms and conditions of this Award; b) in the event unforeseen circumstances outside of Pact's control, including funding availability, impact Pact's ability to perform; or c) by the request of THE FUNDER, or d) by mutual agreement 30 calendar days after receipt of written notification by the other party.

(f) Contractor may terminate this contract upon sending written notification to Pact setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if Pact determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, Pact may terminate the contract in its entirety.

(g) Upon receipt of and in accordance with a termination notice, the Contractor shall take immediate action to minimize all expenditures and obligations financed by this contract and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Contractor shall not incur costs after the effective date of termination.

(h) The Contractor may submit to Pact, within 60 calendar days after the effective date of termination, a written claim covering any outstanding obligations. Pact shall determine the amount(s) to be paid to the Contractor under such claim in accordance with the applicable cost principles.

32. Assignment

The contractor shall not assign this contract, or any interest herein, or any payment due or to become due, or any right to claim hereunder without the prior written consent of the Pact Agreement Officer. Any assignment not conforming to this requirement shall be ineffective and rendered null and void. All claims for monies due or to become due from Pact shall be subject to deduction by Pact for any set-off, recoupment, or counter claim, which arose before or after such assignment by the contractor. In no event shall the contractor, or its assignee, be given access to, provided with, confidential information.

33. Non-solicitation of employees

During the term of this agreement, and for one year thereafter, neither party shall knowingly solicit for hire any technical or professional employee of the other party who
has been directly involved with the work performed under this contract. However, this shall not be construed to restrict, limit or encumber an employee’s rights granted by law. Each party shall also respect the established independent contractor relationships between the other party and its consultants.

34. Independent Contractor status
In all matters, the contractor is an independent contractor. This contract does not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between the contractor and Pact nor (b) establish any privity of contract between the funder and the contractor.

35. Confidentiality
The Contractor must not disclose, duplicate, or make unauthorized use of any Confidential Information to any other person other than those individuals who need to have access to the Confidential Information to carry out the project and then only if those individuals are bound by a non-disclosure agreement or similar instrument. Confidential Information means all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential.

36. Governing Law
All questions, matters or disputes arising from this contract or any part thereof, including but not limited to questions of interpretation, construction, validity and performance, shall be governed by the laws of the District of Columbia.

37. Order of Precedence
Any inconsistency in this contract shall be resolved by giving precedence in the following order:
- Modifications to this contract
- Sections 1, 2, 3 and 5 of this contract
- Section 4 of this contract, Clauses Incorporated by Reference.
- The contractor’s best and final offer and other documents relating to this contract
- A determination by Pact in consultation with the funder

38. Special Conditions

Fraud Reporting
The contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government’s development and stabilization efforts. Corruption, real or perceived, may critically impact the funder programming objectives as might other knowledge the contractor acquires in its normal course of business. This clause must not be construed to require the contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to the funder programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in
the legal and banking industries), or contractor determines such reporting would conflict with applicable laws, contractor must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

39. Flow Down Clauses

For USAID Cooperative Agreements
Pact is obligated to make the Contractor subject to the provisions of the following contract clauses, or changes thereto, unless a section specifically excludes a Contractor from coverage. References to the “Government” or “USAID” or “AO” shall be interpreted to mean to mean “Pact Award Officer”, “Contractor” to mean “Contractor”, and “contractor” or “contract” to mean lower tier contractors. Changes in the clauses below become effective once implemented by the federal awarding agency and automatically supersede the provisions set forth in this section.

Attachment 3: ACE Theory of Change and Results Framework

Theory of Change: if community vulnerabilities are reduced, community participation is strengthened, and local governance systems are strengthened, then vulnerable communities will be empowered to engage in local decision making processes.

Goal: empower vulnerable communities by mitigating their vulnerabilities, encouraging robust community participation in decision making, and strengthening mechanisms for more accountable local governance.

ACE meets its goal through the following objectives and intermediate results (IR) areas and indicators:

**Purpose:** Vulnerable communities empowered to engage in local decision making processes
% of targeted population who believe decision-making is inclusive and responsive *(endline data collection)*

**Objective 1: Community Vulnerabilities Reduced**
# of internally displaced and host population beneficiaries provided with basic inputs for survival, recovery or restoration of productive capacity as a result of USG assistance *(quarterly data collection)*
# of individuals receiving training to improve capacity to deliver survival, recovery and restoration inputs for survivors and other vulnerable groups *(quarterly data collection)*

IR 1.1: Health care access and coordinated service delivery improved
% of births attended by a skilled health personnel *(quarterly data collection)*
# of people with improved access to quality health services *(quarterly data collection)*
# of cases of child diarrhea treated in USG-assisted programs *(quarterly data collection)*

IR 1.2 Education access and services improved
# of learners in primary school or equivalent non-school based settings reached with USG education assistance *(annual data collection)*
# of parent teacher associations (PTAs) or community governance structures engaged in primary or secondary education supported with USG assistance *(annual data collection)*

IR 1.3 Sustainable livelihoods promoted
# of individuals with improved access to finance *(quarterly data collection)*
# of farmers and others who have applied improved technologies or management practices with USG assistance *(annual data collection)*

IR 1.4 Water, Sanitation and Hygiene (WASH) improved
# of people educated on tools, approaches, and/or methods for water security, integrated water resource management, and/or water source protection as a result of USG assistance *(quarterly data collection)*
% of households with access to an improved sanitation facility *(quarterly data collection)*

IR 1.5 Community capacity for preparedness, mitigation and response to disasters increased
# of people trained in disaster preparedness as a result of USG assistance *(quarterly data collection)*
% of target communities with a disaster preparedness plan (*annual data collection*)

**Objective 2: Community Participation Strengthened**
% of community structures that have improved their performance (*annual/endline data collection*)

IR 2.1 Community capacity and leadership skills improved
# of CBOs with an enhanced capacity to organize and respond to the needs of their communities (*annual data collection*)

IR 2.2 Participatory community decision making capacity improved
% of integrated community action plans being implemented (*annual data collection*)

IR 2.3 Community Action Plans developed
# of communities with integrated action plans developed (*annual data collection*)

IR 2.4 Trust and reconciliation enhanced
# of groups or initiatives created through USG funding dedicated to resolving conflict or resolving the drivers of conflict (*annual data collection*)

IR 2.5 Youth and women’s participation increased
% of female participants in USG-assisted programs designed to increase access to productive economic resources (*quarterly data collection*)
# of youth trained in social or leadership skills through USG-assisted programs (*quarterly data collection*)

**Objective 3: Local Governance Systems Strengthened**
# of targeted governance systems engaged (*quarterly data collection*)

IR 3.1 Coordinated service provision increased
% of townships with coordination in service provision (*quarterly data collection*)
# of groups involved in coordinating service provision (*quarterly data collection*)
# of activities with coordination in service provision (*quarterly data collection*)

IR 3.2 Local service provider capacity strengthened
# of local service providers supported with USG funding (*quarterly data collection*)
% of supported organizations that have improved their performance (*annual data collection*)

IR 3.3 Trust and collaboration between communities and local authorities increased
# of consensus building forums (multi-party, civil/security sector, and/or civil/political) held with USG assistance (*indicator removed in Y5 due to health and security risks with large meetings*)
# of individuals trained in conflict mediation/resolution skills or consensus-building techniques with USG assistance (*annual data collection*)
# of people from marginalized groups participating in decision-making bodies with USG assistance (*annual data collection*)
ACE Results Framework

Purpose: Vulnerable Communities Empowered to Engage in Local Decision-Making Processes

Objective I: Community Vulnerabilities Reduced

- IR I.1: Health care access and coordinated service delivery improved
- IR I.2: Education access and services improved
- IR I.3: Sustainable livelihoods promoted
- IR I.4: Water, Sanitation and Hygiene (WASH) improved
- IR I.5: Community capacity for preparedness, mitigation and response to disasters increased

Objective II: Community Participation Strengthened

- IR II.1: Community capacity and leadership skills improved
- IR II.2: Participatory community decision making capacity improved
- IR II.3: Community Action Plans developed
- IR II.4: Trust and reconciliation enhanced
- IR II.5: Youth and women’s participation increased

Objective III: Local Governance Systems Strengthened

- IR III.1: Coordinated service provision increased
- IR III.2: Local service provider capacity strengthened
- IR III.3: Trust and collaboration between communities and local authorities increased
Attachment 4: ACE Implementation Locations

ACE DIRECT IMPLEMENTATION LOCATIONS

<table>
<thead>
<tr>
<th>State</th>
<th>Township</th>
<th>Integrated Service Model Model Villages</th>
<th>Community Leadership Model Villages (Governance + one sector)</th>
<th>Total Villages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Livelihoods</td>
<td>Health</td>
<td>Education</td>
</tr>
<tr>
<td>Kayin</td>
<td>Hlaingbwe</td>
<td>17</td>
<td>17</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Thandaunggyi</td>
<td>13</td>
<td>17</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Kyainseikgyi</td>
<td>16</td>
<td>26</td>
<td>15</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td><strong>46</strong></td>
<td><strong>60</strong></td>
<td><strong>54</strong></td>
</tr>
<tr>
<td>Mon²</td>
<td>Thanbyuzayat</td>
<td>12</td>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td><strong>12</strong></td>
<td><strong>11</strong></td>
<td><strong>10</strong></td>
</tr>
<tr>
<td>Kayah</td>
<td>Hpasawng</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hpruso</td>
<td>11</td>
<td>13</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Demoso</td>
<td>18</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td><strong>41</strong></td>
<td><strong>19</strong></td>
<td><strong>17</strong></td>
</tr>
<tr>
<td>Southern Shan</td>
<td>Pekon</td>
<td>12</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td><strong>Sub-total</strong></td>
<td></td>
<td><strong>12</strong></td>
<td><strong>3</strong></td>
<td><strong>1</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>111</strong></td>
<td><strong>93</strong></td>
<td><strong>82</strong></td>
</tr>
</tbody>
</table>

² Not included in this table are three villages in Mawlamyine that have formed WORTH groups.
MAP OF ACE IMPLEMENTATION TOWNSHIPS

Southern Shan State:
- Hsihseng
- Kunhing
- Taunggyi
- Laihka
- Langkho
- Loilen
- Mawkmai
- Mongkaing
- Pekon
- Pinlaung
- Kyetli
- Pindaya
- Ywangan
- Kalaw
- Nyaungshwe

Eastern Shan State:
- Mongton

Kayah State:
- Bawlake
- Demoso
- Hpasawng
- Hpruso
- Loikaw *
- Mese
- Shadaw

Nay Pyi Taw Union Territory:
- Pyinmana

Eastern Bago Region:
- Kyaukkyi
- Shwegyin
- Htantabin
- Nyaunglebin

Mon State:
- Bilin
- Chaungzon
- Mawlamyine*
- Mudon
- Thanbyuzayat
- Thaton
- Ye
- Kyaikto
- Kyaikmaraw
- Paung

Kayin State:
- Hlaingbwe
- Hpa-An *
- Hpapun
- Kawkareik
- Kyainseikgyi
- Myawaddy
- Thandaunggyi

Tanintharyi Region:
- Duwei
- Tanintharyi
- Yebyu
- Palaw
- Kyunsu
- Bokpyin
- Thayetchaung
- Myeik

* ACE Hub office

Consortium Partner Township
Local Partner Township
Consortium & Local Partner Township
Attachment 5: Assessment Background Information

Baseline Assessment Summary

**Goals and Methodology**
ACE required a baseline to establish reference point benchmarks to measure project performance against, whilst informing program design with particular respect to priority needs of targeted populations. The baseline identifies the key shocks and stresses among targeted communities, their corresponding development priorities, capacities and mitigation strategies, their access to resources and services, and their means for requesting those services. The baseline draws upon two sources of data: A quantitative survey of 1,998 households selected across 110 villages found in the target areas of ACE’s implementation\(^3\), and a qualitative study of 24 focus group discussions (FGDs, 12 male and 12 female) as well as 24 key informant interviews (KIIs, also with 12 male and 12 female).

For performance monitoring purposes, the baseline data provides baseline data for up to eight of ACE’s output, as well as a variety of GIS maps of the various implementation areas and their corresponding dynamics, derived using Hotspot Analysis, that can inform how, where and to what extent ACE supports these communities.

**Quantitative Findings**
ACE asked to build and test a **Vulnerability Index** (VI), elaborate on the relationship between services and the responsiveness of authorities, and measure community cohesion and participation. The VI relied upon factor analysis to identify four key concepts associated with vulnerability and its measurement. These include: Household Food Scarcity; Coping with Household Hunger; Village Collective Efficacy; and Village Life Quality Assessment. The bulk of households surveyed fall into the category of “moderately vulnerable,” followed by the “least vulnerable,” “most vulnerable,” and lastly, “slightly vulnerable.”

The survey also built a **Services Model** that identifies the relationship between village access to relevant services, such as health, education, water, job opportunities and food, and the responsiveness of authorities. The Services Model rests upon the odds ratios computed using Logistical Regression. All respondents who indicated improvements to access to these five services were more likely to also indicate that the responsiveness of the authorities declined over the same time period. As a result, increased access to services has a negative relationship to perceived responsiveness by the authorities. This unusual finding suggests very peculiar relationship between service delivery and responsiveness (“Services Paradox”)

Finally, the survey also measured **Village Cohesion** through calculations of the interclass correlation coefficient (ICC). The scores greatly vary from a very low score of 13% in Kawt Su Kone (Hlaingbwe Township), suggesting very different views of their “community”, to extremely high scores in 94% in Ywar Ma-Naung Khwee (also in Hlaingbwe Township), in lower Moke Soe Ma (in Thandaunggyi township) and in Sa Hnaik Mo Ko (in Pekon Township), suggesting very high, if not uniform, levels of cohesion when it comes to the topics covered on the survey.

Across all three analytical exercises, using GIS hotspot analysis to graph the distribution of vulnerability, access to services/responsiveness and village cohesion revealed no distinguishable pattern across the three regional “Areas of Influence” (AoI) for ACE.

---

\(^3\) Of the 110 baseline assessment villages, 62 of them are current ACE direct implementation villages.
Qualitative Findings
The qualitative questionnaire was influenced by the findings of the quantitative survey. The question guides delivered to qualitative investigators included the topics of the “services paradox”, governance and decision making (including both government and Ethnic Armed Organizations (EAOs)), community efficacy, disaster response, gender, and INGO experiences to date. The questionnaire guide was designed to create clusters of questions for conversation, and links between them.

Some highlights of the findings include:

Village articulations of vulnerability
Participants in this study rarely spoke in terms of acute vulnerabilities, and instead spoke in terms of needs for services, participation and inclusion, especially in regards to access to infrastructure, health, education, and water related services.

Elaboration of the Services Paradox
Findings revealed two inter-related concepts: coverage and cultural adaptation. In regards to coverage, EAO’s have limited resources, which leaves many without consistent access. At the same time, many felt government has the resources they need, but lacks the will to provide. In regards to cultural adaptation, EAOs are seen as more equitable, and viewed as better adapted to community needs & preferences than government provisions. Thus, while government is doing more, they are perceived as less responsive to community needs. Just as the quantitative findings suggest, as responsiveness goes up (i.e. mostly EAOs), the ability to provide goes down. Conversely, just as perceived ability to provide goes up (i.e. mostly Government), perceived willingness to provide those services declines.

Village Efficacy
Village Efficacy - defined in this research as inner-group cooperation, competence, and ability to communicate with effective leaders and outside organizations to further group objectives - could be further unpacked in relation to:

- cohesion, understood as a factor of inner-group closeness, agreement, and resilience;
- and empowerment, a factor of the distribution of power and decision-making authority within a group.

According to research participants, previous government and INGO attempts to improve community empowerment via establishing committees or quotas have almost universally failed to remain sustainable once the project ended. This suggests that previous participation does not necessarily lead directly to continued empowerment. As such, interventions seeking to broaden participation should focus on shifting negotiating power to otherwise side-lined groups by providing them with alternative or complementary skills, for example:

- providing women and young people with access to higher education (distance or otherwise);
- engaging women and young people in profit-making/job-creating activities;
- providing Burmese language training as well as other soft skills, like debate and public speaking;
- establishing networking events for women, young leaders, and village minority groups (i.e. Christian households in Buddhist majority villages and vice versa).

Communities appear to vest their leaders with considerable authority because it 1) lowers the chance of intercommunal conflict and 2) allows them to focus on more immediate issues, like
farming. Communities tend to participate on the whole only in questions related to development priorities.

**Gender**

In regards to gender, the qualitative team found that women reported being deterred from participation in community decision making (e.g. working in field when meetings are held); that they were expected to focus on domestic space and “home”; while men focus on “community;” and incidents where male officials formally changed the rules of membership to keep women outside of decision making processes. In response, women’s groups suggested that they receive:

- More access to education and profit making activities
- More language training, with focus on debate and public speaking
- Networking events for women, youth and ministries

In summary, it will be important for ACE to articulate internally and externally, the logic by which they believe that broader community participation in more frequent decision making is beneficial beyond a vague sense of ‘empowerment’. Putting young people and women into committees likely won’t improve their ability to have a genuine impact on decisions unless the community leaders – secular and religious – value their input into the collective decision-making process. That will only likely occur if these previously marginalized groups are seen as offering knowledge, experience, or networks that existing community leaders don’t currently have.

**Mid-term Evaluation Questions**

USAID/Burma outlined the following six Evaluation Questions to guide the mid-term evaluation:

I. How have externalities related to the evolving political context in ACE implementation areas impacted ACE’s ability to achieve expected objectives over the first three years of the project?

II. To what extent have ACE’s health, education, livelihoods, water, sanitation, and hygiene (WASH), and disaster risk reduction (DRR) interventions contributed to achieving its expected outcomes, intermediate results, and objectives at this point in the project implementation? Specifically, in the following areas:
   a. Health care access and coordinated service delivery improved
   b. Education access and services improved
   c. Sustainable livelihoods promoted
   d. Water, sanitation, and hygiene improved
   e. Community capacity for preparedness, mitigation, and response to disasters increased

III. To what extent has a multi-sectoral and integrated community development approach contributed to achieving expected objectives, intermediate results, and outcomes in the areas of:
   a. Reducing Community Vulnerabilities;
   b. Strengthening Community Participation; and,
   c. Strengthening Local Governance Systems?

IV. How has the operational structure of the ACE project (a combination of direct implementation consortium partners and sub-partners grants) affected ACE’s ability to achieve desired outcomes and results at this point in the project implementation?
a. From the perspective of the prime implementing partner
b. From the perspective of the consortium partners
c. From the perspective of the local partners
d. From the perspective of the direct beneficiaries

V. How has the COVID-19 pandemic:
   a. affected ACE’s ability to meet expected outcomes, intermediate results, and objectives?
   b. resulted in the modifications to respond to the needs which arose out of the pandemic?

VI. Where are the potential opportunities to alter, scale-up, reinforce, or cancel activities or approaches over the remainder of the program in response to the changing context and political dynamics in the implementation areas.