



USAID | RWANDA

FROM THE AMERICAN PEOPLE

Opening Date: Monday, December 8, 2008

Closing Date: Monday, January 26, 2009

Closing Time: 3:00 p.m. (Kigali)

**SUBJECT: Request for Proposal (RFP) No. 696-RW-09-001 – USAID/Rwanda
“MCC Threshold Program - Strengthening the Rule of Law for Policy Reform in
Rwanda”**

Dear Sir/Madam:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services to implement the new USAID program concerning justice sector capacity building under the MCC Threshold Program, as described in the attached solicitation.

This is a full and open competition, under which any type of U.S. organization (large or small commercial [for profit] firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

USAID plans to award a cost reimbursement completion-type contract. The anticipated ceiling price is over \$6,000,000.00 over a maximum 2-year period of performance. The offeror must propose costs that it believes are realistic and reasonable for the work. The proposals will be evaluated as part of a Best Value determination for contract award.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime contractor or as subcontractors in accordance with Part 19 of the FAR.

Any amendments to this solicitation will be issued and posted on the website along with the RFP. Offerors are encouraged to check the FedBizoOpps website (<http://www.fbo.gov>) periodically.

It is the responsibility of the recipient of this solicitation document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Submission:

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP at the designated place and time indicated in Block 9 of the RFP cover page (Standard Form 33). Any proposal not received (as electronic media) in the designated office or email account listed below by the closing date and time will be handled in accordance with FAR 52.215-1. Electronic media (Compact Disks) of proposals, and modifications thereto, must be submitted in sealed envelopes with the name and address of the offeror and the RFP number inscribed thereon to:

DESIGNATED OFFICE:

RFP-696-RW-09-001

Attn: Aster Kebede
Sr. Acquisition & Assistance Specialist
USAID/Rwanda
United States Embassy Compound
#2756 Avenue de la Gendarmerie, Kacyiru
Kigali, Rwanda

Telephone: +250 596800 Ext. 2615
e-mail: askebede@usaid.gov

Proposals must be sent by international air courier or delivered by hand to the above address, or, alternatively offerors must submit their proposals to the following designated USAID email accounts: askebede@usaid.gov and marcusjohnson@usaid.gov. **Facsimile submission of proposals is not authorized and will not be accepted.**

Please be advised that in the past some firms have experienced delays with international air courier services. Because the provision at FAR 52.215-1 does not cover such delays, proposals received after the closing date and time will be processed as late. Also, if you utilize the services of an independent agent in Rwanda to deliver your proposal, please be certain that s/he understands additional time may be needed to allow for security review of any packages and that the closing date and time are firm.

Please pay careful attention to, and complete in full, RFP Section K - Representations, Certifications and Acknowledgements. Offerors are now expected to comply with FAR CLAUSE 52.204-7, Central Contractor Registration and complete the annual representations and certifications electronically via the Online Representations and Certifications Applications website at <http://ocra.bpn.gov>.

Offerors should carefully consider Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become the contract with blanks completed by the Contracting Officer. The proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only while the Business (Cost) Proposal shall present the costs. Proposals must be signed by an official who is authorized to bind the organization.

Questions

Potential offerors may submit questions in writing, either by fax or email (e-mail preferred) to Mr. Marcus A. Johnson Jr., Regional Contracting Officer, at marcusjohnson@usaid.gov with a copy to Mrs. Aster Kebede, Sr. Acquisition & Assistant Specialist at askebede@usaid.gov. **The deadline for receipt of questions or requests for clarifications is 1500 hours local Rwanda time, Monday, December 22, 2008. No questions will be responded to after this date.** Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Thank you for your interest in USAID Rwanda's justice sector capacity building activities.

Sincerely,

/s/

Marcus A. Johnson Jr.
Regional Contracting Officer
USAID/East Africa

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 69
2. CONTRACT NUMBER 	3. SOLICITATION NUMBER RFP#696-RW-09-001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12-08-2008	6. REQUISITION/PURCHASR TBD	
7. ISSUED BY Acquisition & Assistance Office USAID/Rwanda B. P. 2848 Kigali, Rwanda			8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
 See Section L _____ until 1500 hours local time 01-26-2009
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME Aster Kebede	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 250-596-800 2615		C. E-MAIL ADDRESS askebede@usaid.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR CODE _____ FACILITY _____		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		17. SIGNATURE		18. OFFER DATE	
		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$. 00	21. ACCOUNTING AND APPROPRIATION TBD	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE _____		25. PAYMENT WILL BE MADE BY TBD CODE _____	
26. NAME OF CONTRACTING OFFICER (Type or print) MARCUS A. JOHNSON, JR. REGIONAL CONTRACTING OFFICER		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide technical assistance as described in detail in Section C, Statement of Work.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables, results or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee, if any, is TBD. The estimated cost plus fixed fee, if any, is TBD.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is TBD. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE SCHEDULE

CLIN One (Year 1)

001a Total Estimated Cost	\$ _____
001b Fixed Fee	\$ _____
Sub Total Price (CLIN 001a+CLIN 001b)	\$ _____

CLIN Two (Year 2)

002a Total Estimated Cost	\$ _____
002b Fixed Fee	\$ _____
Sub Total Price (CLIN 002a+CLIN 002b)	\$ _____

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/

1/Base of Application: TBD
 Type of Rate: Predetermined
 Period: TBD

2/Base of Application: TBD
 Type of Rate: Predetermined
 Period: TBD

B.6 CEILING ON INDIRECT COSTS

(1) Reimbursement for allowable indirect costs shall be at final negotiated rates but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
		1/	1/	1/

1/Base of Application:
 Type of Rate:
 Period:

- (1) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (2) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs required the prior written approval of the Contracting Officer.

B.7 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK***Strengthening the Rule of Law for Policy Reform in Rwanda*****C.1 BACKGROUND****I. Summary**

This requirement is to assist the Government of Rwanda (GOR) in developing the capacity of Rwanda's justice sector. This two-year justice sector capacity building project is a part of the Millennium Challenge Corporation (MCC) Threshold Program, which was developed to address Rwanda's MCC Ruling Justly indicators, specifically Political Rights, Civil Liberties, and Voice and Accountability, by strengthening the professionalism, impartiality, and independence of the judiciary, and facilitating the implementation of Rwanda's legislative reform agenda. The Rwanda Threshold Program also aims to improve the effective engagement between government and civil society, particularly in the areas of policy formulation and development planning. The project will be implemented by USAID/Rwanda in partnership with the GOR.

II. Goal

The principle goal of Rwanda's Threshold Program and of this justice sector project is to positively impact the MCC Ruling Justly Indicators, specifically Political Rights, Voice and Accountability, and Civil Liberties.

- Political Rights will be addressed by enhancing the balance of powers between the judicial, legislative, and executive branches of government and in particular by enhancing the capability and independence of the judiciary.
- Voice and Accountability will be addressed by increasing the stability of democratic institutions and the degree to which the judicial branch of government oversees the actions of the other branches of government.
- Civil Liberties will be addressed by enhancing the independence of the judiciary and the rule of law.

Since the primary goal of this project is to positively impact these indicators, the contractor shall specifically link the indicators to the proposed interventions. USAID/Rwanda highly recommends that the contractor familiarize itself with relevant information on the MCC website (www.mcc.gov) before responding to this solicitation.

III. Objectives

This project will address the following two objectives:

Objective #1: Strengthen the professionalism, impartiality, effectiveness, and independence of the judiciary by building its institutional capacity; and

Objective #2: Facilitate and extend the GOR's legislative reforms to promote judicial independence and to enhance civil liberties, voice and accountability, and political rights in Rwanda.

IV. Guiding Principles

In each of the project areas detailed below, the contractor should be flexible and be prepared to adapt to the needs if its local partners while adhering to the following guiding principles:

- Begin project implementation by focusing on high visibility, low risk activities with high probabilities of success;
- Align with Rwanda's Threshold Program and positively address the targeted MCC Ruling Justly indicators, specifically focusing on the civil liberties indicator;
- Be responsive to each of the designated GOR actors, e.g., the Ministry of Justice (Minijust), Supreme Court, Institute of Legal Practice and Development, and Parliament within the parameters of the project;
- Be based on an international and regional comparative law approach;
- Focus on sustainability, particularly (but not exclusively) through skills and knowledge transfer (the contractor shall prioritize skill and knowledge transfer in all of its technical assistance in order not to substitute for, but to facilitate development of, Rwandan human resource capacity);
- Use international or regional African trainers with relevant language proficiency and experience with mixed legal systems when available;
- Adapt international best practices to the Rwandan context;
- Encourage and achieve sustainable results in the justice sector in coordination and collaboration with other donors, USAID/Rwanda implementing partners, local partners, and other relevant stakeholders;
- Support dissemination of lessons learned and best practices—as well as the use of networks for exchange, peer learning and problem solving—to organizations such as the Legal Aid Forum, the National University of Rwanda Law School, *Université Libre de Kigali* Law School, the Kigali Bar Association, law enforcement agencies, and with other organizations with whom the contractor may not have a direct partner relationship in the interest of broadening the impact of the technical assistance;
- Seek, develop, and maintain private and/or public sector partnerships that augment project interventions and/or sustain them beyond the life of the project; and
- When appropriate, design and implement sustainable and innovative training and capacity-building activities that go beyond one-time short courses and that do not require beneficiaries to travel and spend time away from duty stations. The contractor shall define training and capacity-building very broadly to encompass creative and innovative ways to transfer knowledge and skills.

The above guiding principles should be followed within the scope of overall direction from the USAID/Rwanda Cognizant Technical Officer (CTO) managing the project.

V. Background

Historical Context

Rwanda is dedicated to promoting and strengthening the rule of law and recognizes that an effective, impartial, and independent judiciary is fundamental to democracy and the success of good governance. To this end, the Rwandan government has initiated several reforms aimed at improving professionalism and judicial efficiency, and enabling greater independence of the judicial system.

In 2001, judicial reforms were initiated with the formation of a Law Reform Commission and a constitutional amendment in 2003, which established three independent and administratively autonomous

branches of government. In 2003 and 2004 the GOR extensively overhauled its legal system and restructured the judiciary to establish new courts, procedures, structures, and standards and to establish minimum academic and professional qualifications for judges, lawyers, and senior registrars. After several years of reforms, the Rwandan judiciary continues to face capacity constraints and a large backlog of cases stemming from the legacy of the 1994 genocide which virtually wiped out the country's legal system.

Rwanda has been undergoing major constitutional and judicial reforms since 2001. The GOR's legal reform agenda includes initiatives aimed at strengthening civic participation in policy making, liberalizing the media environment, increasing the independence and efficiency of the judiciary, facilitating decentralization, providing for greater respect for and observance of human rights and civil liberties, and other legal and regulatory reforms in pursuit of the GOR's civic participation and good governance goals.

Judicial reform measures include a constitutional amendment to establish an independent Judiciary in 2003, a complete overhaul of judicial staff in 2004, and a jurisdictional restructuring to match local courts and judicial functions with Rwanda's territorial reform of 2006. Other reforms and restructurings have been geared towards improving the efficient delivery of justice, including the greater use of single judge trials. The judiciary is now appointed through a process that begins in the Superior Council of the Judiciary for all judicial officers and later requires the approval of Parliament in the case of judges of the Supreme Court.

Before 2004, Rwanda had a judicial system based on French civil law. Measures enacted in 2004 and 2005 infused Rwanda's civil law judicial system with important aspects of the common law system, including the use of precedent in court rulings, cross examination in court proceedings, the use of habeas corpus, and the ability to bring cases against the government.

These reforms have strengthened the structures of the judiciary and created unprecedented judicial independence in Rwanda. However, given that Rwanda prior to 1994 had very few qualified legal personnel and even that limited capacity was destroyed during the civil war and genocide, Rwanda now has one of the youngest (and least experienced) judiciaries in the region. Consequently, many of the country's judges, lawyers, and court personnel do not have the experience or training necessary to take full advantage of the independence available to them.

The GOR's ongoing judicial reform faces key challenges. The current capacity of legislative drafting staff in the Ministry of Justice (Minijust) is relatively low and there is no dedicated legislative drafting staff in Parliament. Training opportunities are limited and drafters lack the capacity and resources necessary to research and draft laws adhering to international standards and in Rwanda's three official languages: Kinyarwanda, French, and English. Further, there is at present no mechanism by which the GOR can systematically identify the laws most in need of fundamental revision, and the specific, varied areas where new legislation may be required. Legislative drafting responsibilities are scattered across ministries rather than concentrated in a highly-trained, competent drafting service.

The Rwanda MCC Threshold Program, implemented by USAID/Rwanda in partnership with the GOR, offers Rwanda an important opportunity to reinforce and extend efforts already underway by the GOR, USAID/Rwanda, and other donors to promote civil rights and civic participation, contribute to the achievement of the GOR's goals for good governance and to accelerate its progress in realizing the objectives presented in two major government planning documents: *Vision 2020* and the *Economic Development and Poverty Reduction Strategy 2008-2012 (EDPRS)*. The activities carried out under this Scope of Work should be fully aligned with and support the priorities identified in these documents, along with the justice sector strategy sector-wide approach (SWAP), and the sector strategy for decentralization. Other relevant GOR justice sector planning documents include the Institute of Legal

Practice and Development's (ILPD) Strategic Plan for 2007-11, the Supreme Court's Strategic Plan for 2008-12, the Justice, Reconciliation, Law, and Order Sector Strategy for 2009-12, and the annual progress report generated by the Ministry of Justice Sector Coordination Secretariat. A 2002 USAID/Rwanda-funded assessment of the judicial sector also provides detailed information on the historical context, current situation, and future plans, for the justice sector.

Given the project's focus on justice sector capacity building, legislative drafting, and law reform more generally, the following three sub-sections provide specific background information necessary for the contractor to development targeted and appropriate interventions.

Justice Sector Capacity Building

The Institute for Legal Practice and Development (ILPD) will be a major partner in implementing capacity building activities. ILPD was created in 2007 by the GOR to serve as a national and international center of reference for: (1) practical legal training; and (2) research and development of law, in three languages (English, French, and Kinyarwanda). The three legal traditions, common law, civil law, and African law, will be addressed by the Institute. The ILPD commenced post-graduate coursework in July 2008. "The vision of ILPD is to be:

- A practical school for all lawyers in a spirit of excellence, independence and service to the community;
- A law development center, community oriented, providing expertise, information, promoting research, and offering professional services; and
- The ultimate hub for French speaking African lawyers desiring to qualify for doing business in English speaking countries, and English speaking African lawyers wishing to qualify for doing business in French speaking countries.

ILPD's mission is to address the needs of all lawyers, and the population of Rwanda to:

- Offer initial professional training to the students to be recruited;
- Offer continuing professional training to existing personnel;
- Conduct research, dissemination of the law and promotion of justice;
- Improve the quality of the Rwandan jurist by offering postgraduate programs for judges, prosecutors, lawyers, bailiffs, notaries, etc. to bring it up to international standards; and
- Improve the knowledge and skills of other personnel of the justice sector by offering undergraduate programs for clerks, criminal investigating officers, mediators and all other personnel dealing with legal matters in different ministries and institutions."

Legislative Drafting

In Rwanda the executive branch has primary responsibility for setting policies and drafting legislation, which is reviewed and possibly amended by the National Assembly before being passed (or not) into law. Ministries generally initiate draft legislation. Alternately, Parliament may directly initiate legislation, through Private Members' Bills. If initiated by the executive branch, drafting is generally done by a lawyer employed by the ministry who has legislative drafting skills, with input from policy experts or by an external consultant. Draft legislation can be initiated in any of Rwanda's three official languages: Kinyarwanda, French, or English. Consultation with external stakeholders happens at the discretion of the ministry and in an *ad hoc* manner, as there is currently no formal institutional process for obtaining input, feedback, or analysis of draft legislation from internal and external stakeholders in the legislative drafting process.

Once the draft legislation is completed, the Minister sends the legislation for review to the Minijust Legislative Drafting Unit (LDU), a small team of legislative drafters, who review the draft to ensure that it is consistent with the constitution and existing law, to apply any drafting protocols and formats, and to translate it into the other two of Rwanda's three official languages. The Minijust LDU lawyers have little or no formal training in legislative drafting techniques and none are fluent in all three languages though all are strong in at least two languages, with some capacity in the third. After this review, the draft legislation is referred back to the initiating ministry, along with any recommended suggestions for additional changes.

Once any changes are incorporated, the draft legislation is sent for an inter-ministerial review by the initiating ministry. The inter-ministerial committee then determines whether the draft legislation should be forwarded to Cabinet. The Cabinet may adopt, adopt with amendment, or reject legislation it receives. If the legislation is adopted by the Cabinet, it is presented as a Bill to the National Assembly. The Bill is presented to Parliament in a plenary session of the Chamber of Deputies, the lower house.

Law Reform

To build on the successes of previous law reform commissions, the GOR has proposed to establish a new National Law Reform Commission (LRC) to review progress on the GOR's legislative reform agenda and make recommendations for its advancement.

The LRC is likely to be comprised of seven individuals with extensive professional legal experience. Once established, plans are for the LRC to have the legal authority to: study the laws of Rwanda and make recommendations to competent authorities regarding their improvement, modernization or reform; propose new methods and legal concepts relevant to Rwanda's changing needs; support and improve the administration of justice; prepare draft laws when needed; identify laws envisaged by the Constitution; consider proposals for legal reform from the general public; harmonize national laws with all international legal instruments ratified by Rwanda; and harmonize national laws with the laws of the East African Community.

Relationship to Other Donor Activities

Donor coordination in the justice sector in Rwanda is led by Minijust. Belgium is the lead donor in the justice sector and has an extensive program of both budget and project-support to build the capacity of the justice sector, construct and rehabilitate justice facilities, and provide technical assistance. The Kingdom of the Netherlands and the European Community are also major donors in the sector and are planning a range of interventions, including support to *gacaca*, community mediators (*abunzi*), legal aid, and the Institute for Legal Practice and Development (ILPD), which is a new educational training institution created by the GOR to serve as focal point for post-graduate and continuing legal education (CLE) for legal professionals in Rwanda. Their support to ILPD will focus on infrastructure development and capacity building of the administrative staff and some training for justice sector actors. Training for justice sector staff will be coordinated for all donors through ILPD. Several donors have initiated discussions with the judiciary to provide assistance through a SWAP and there is a Justice Sector Cluster where donors and the government coordinate planning, funding, and implementation.

Under the direction of USAID/Rwanda, the contractor shall coordinate efforts to the maximum extent possible with the other international donors working in related areas in Rwanda's justice sector. The contractor shall ensure that support under this contract to Minijust, the Law Reform Commission, the Supreme Court, ILPD, and Parliament:

- complements the efforts of other donors (or their efforts complement USAID/Rwanda's) to the maximum extent possible;

- is aligned with the SWAP and GOR justice sector plans and strategies; and
- is harmonized with other donor support

VI. Development Challenges

Continuing reform in the justice sector is a crucial aspect of Rwanda's ongoing transition to a democracy that increases citizen's confidence in the Rule of Law (ROL) and the effective, equitable, and transparent administration of justice. The interventions proposed in this Scope of Work seek to address the following challenges:

- While there is a commitment to the independence of the judiciary in the constitution and in government policy, a fully separate and independent judiciary will take time, given Rwanda's historical legacy, the current capacity of the judiciary, existing legal training needs, and some aspects of the legal framework and practice governing the judiciary.
- The quality of legal services dispensed by lawyers, prosecutors, and judges needs to improve for the justice system to function effectively and impartially. Current levels of training and experience affect issues ranging from the effectiveness and impartiality of the justice sector institutions that administer justice in Rwanda to the ability of legal practitioners and the judiciary to resist political influences.
- The theoretical and practical underpinnings of judicial independence require strengthening in the legal curricula in Rwanda, e.g., at the Institute of Legal Practice and Development, the National University of Rwanda Law School, and the *Université Libre de Kigali*.
- The legal framework governing the judiciary has been revised multiple times during successive reforms and in many ways lacks coherence, making it difficult for legal practitioners to master the laws, policies, and regulations necessary to implement and operationalize the reforms.
- All government organs officially operate in three languages. The operative languages are Kinyarwanda, French and English. Inconsistencies in language and legal concepts (expressed differently in each language) can inhibit clear interpretation of the law. In addition, there is a lack of capacity to translate seamlessly between the three languages.
- Recent incorporation of common law elements into Rwanda's civil law system will require the Rwandan legal community to make major shifts to conform with and apply these new legal concepts and practices. Substantial internal change is needed among legal personnel and within institutions. Their understanding of these new concepts and their buy-in is an important aspect of educating the public as well.

VII. Proposed Activities

Respect for the ROL and well developed justice systems are the underpinnings of a democratic society and modern economy. Rwanda has made great strides since the 1994 genocide in addressing ROL issues through legal reforms that have helped to increase the separation of powers, inculcate a culture of respect for human rights, and enable citizens to resolve conflicts. In addition, the government and civil society have helped to increase access to justice services. Still, much remains to be done to develop and improve the processes and institutions necessary to uphold the ROL.

One particularly critical need, given the devastation of Rwanda's judicial sector and lack qualified professionals following the genocide, is the development of increased skills and knowledge among legal professionals in the country. The lack of adequate numbers of skilled and experienced legal professionals is a challenge for the development of the legal system and implementation of future reform programs. In addition, the legal and regulatory framework of the justice sector requires attention if it is to meet the

needs of a market-oriented democracy and conform to international and regional standards. This is becoming increasingly important as Rwanda is integrated into the East African Community.

Rwanda's movement toward a society firmly grounded in the ROL is critical to its continued economic growth, and the expansion of citizen's political rights, civil liberties, and voice and accountability.

In order to accomplish this, the contractor shall provide technical expertise, training, and material assistance to strengthen the administration of justice and increase the professional capacities of Rwandan legal actors and justice sector institutions to enable them to fulfill their constitutional mandates to render efficient, well-informed, and impartial decisions without interference by other branches of government and to deepen ongoing legislative and judicial reform efforts.

The Government of Rwanda (GOR) is committed to strengthening the professionalism, impartiality and independence of the judiciary, which it views as essential to achieving its legal reform objectives and fundamental to ensuring respect for the rule of law. The GOR also proposes to develop and implement a legislative reform agenda by establishing a Law Reform Commission and building the legislative drafting, lawmaking, and rule making capacity of the Ministry of Justice and Parliament. These reforms will extend the reform process already underway and will pave the way for a more constructive role for civil society in policy formulation.

Activities under Objective 1: **Strengthen the professionalism, impartiality, effectiveness, and independence of the judiciary by building its institutional capacity**

In order for Rwanda to continue its transition to an effective and impartial justice system, respect for and adherence to ROL must underpin the justice system. Improving the basic skills of judges, prosecutors, lawyers and other legal practitioners in Rwanda and putting in place systems to provide effective oversight in areas for the respect of ethics and delivery of services are vital for the justice sector institutions to perform their functions effectively. New methods for ensuring efficiency, impartiality, and correct legal interpretation must be learned through comprehensive continuing education and legal practice.

Work on this component will include a justice sector training and skills needs assessment that is described in Annex A. The assessment will survey all of the major justice sector actors to determine the skills, knowledge, and capacity of individuals and institutions to carry out their work effectively, impartially, and independently. The assessment will assist the contractor, ILPD, and other stakeholders, in identifying, and determining how to most effectively address the training and capacity needs of the justice sector.

The contractor shall consider and propose to the GOR and USAID/Rwanda a package of institutional strengthening and capacity building interventions for ILPD and targeted justice sector actors, including judges, prosecutors, court clerks, and lawyers.

Based on the conclusions of the justice sector capacity and needs assessment described in Annex A, and in close collaboration with relevant GOR stakeholders in the justice sector, the contractor shall provide institutional strengthening technical assistance and other support required to increase the capacity of the ILPD to provide comprehensive training to legal professionals, including paralegals, where a lack of knowledge, experience, or skills is inhibiting judicial effectiveness, functioning, and independence. The contractor shall work with the ILPD to develop its capacity to conduct distance learning, e-learning, and on-site training programs for judges, prosecutors, lawyers, clerks, registrars, and other key judicial staff and legal professionals.

The contractor shall also assist the ILDP to determine how best to structure its relationship to various justice sector actors, including the judiciary, the Kigali Bar Association, the National University of Rwanda Law School, and the *Université Libre de Kigali* Law School in order to ensure its future integrity, independence, and effectiveness as an educational institution and provide the most solid basis for its long term growth and sustainability.

The contractor shall consider and implement the recommendations in the institutional training needs assessment report where feasible and develop a final program of support and associated work plan.

Additional activities under this objective shall include:

1. Assistance to the ILPD to:
 - a. Develop its post-graduate curriculum for both graduates of Rwanda's universities in law and acting judicial professionals;
 - b. Train judicial staff and other legal professionals in a wide range of areas, with a focus on issues of judicial functioning, judicial independence, and impartiality by:
 - i. Establishing practical continuing legal education programs and/or courses to increase the capacity of judges and other legal professionals (including the role of paralegals) to more effectively perform their functions and increase their confidence, skills, and knowledge in targeted areas, particularly judicial independence, impartiality, and effectiveness and civil liberties, political rights, and voice and accountability, in order to implement anticipated changes in the legal institutions;
 - ii. Improving awareness and enforcement of the rules governing professional standards (i.e. codes of conduct and ethics);
 - iii. Providing pedagogical training for ILPD professors, trainers and lecturers, with a focus on improvements to the curriculum (introduced by the project) and teaching methodology;
 - c. Enable the institution to continuously evaluate its client's training needs and to modify and orient its curriculum to better serve them;
 - d. Improve and harmonize existing ILPD (and other legal education institutions') courses, with a focus on incorporating theoretical and constitutional concepts of judicial independence and specific practical knowledge that will assist sitting judges, prosecutors and lawyers in putting those concepts into practice;
 - e. Enhance the pedagogical and learning capacity of the ILPD by providing some necessary legal reference materials;
 - f. Provide some relevant information and communications technology, equipment, and training necessary to achieve project objectives;
 - g. Build new technologies, such as e-learning techniques, into the curriculum to expand the reach of training exercises; and
 - h. Develop opportunities for professional exchanges, such as short-term visiting professors and/or legal practitioners to provide expertise in particular subject areas, public-private partnerships, and/or twinning opportunities with international or regional institutions of excellence.
2. Provide limited support for judicial exchanges in coordination with ILPD to build judges' knowledge, skills, and confidence, as well as their understanding of the independent functioning of judiciaries in other countries.
3. Provide on-the-job training and/or technical assistance to judicial staff to supplement, enhance, and cement knowledge and skills gained in the classroom.
4. Provide exchange opportunities for Rwandan judicial officers with relevant African counterparts and, when appropriate and cost-effective, U.S. or international counterparts (e.g., Administrative Offices

of the U.S. Federal Judiciary, the Vermont Karelia Rule of Law project, or the Russian American Rule of Law Consortium).

Other TA and/or Training Activities for Consideration:

- Pending the availability of funds, the following activities may also be implemented:
 - train of public prosecutors and magistrates on child witness protection;
 - develop local pre-service and in-service legal education addresses survivors of child sexual abuse and gender based violence;
 - adapt/develop a “judge’s bench book” on processing child sexual abuse and gender based violence cases; and
 - hire a consultant with expertise in child protection to conduct a review of current court processes (vis a vis vulnerable witnesses) that will inform task force planning.
- Improve inter-institutional processes and procedures to strengthen co-ordination of judicial reforms.

Activities under Objective 2:

Facilitate and extend the GOR’s legislative reforms to promote judicial independence and to enhance civil liberties, voice and accountability, and political rights in Rwanda

The GOR recognizes that the success of its reforms will depend on the ability of key judicial institutions to implement them. In addition, the country’s judicial systems will need to continue to evolve as Rwanda consolidates its democratic transition and contributes to the East African Community. The strengthening of key justice sector institutions is therefore critical for ensuring full implementation and sustainability of the reform process.

The project will provide assistance as follows:

- a. Technical assistance to establish and support a Law Reform Commission;
- b. Support to the Minijust Legislative Drafting Unit (LDU), and other Executive Branch legislative drafters as appropriate;
- c. Support to establish a new Legislative Drafting Unit in Parliament; and
- d. Strengthen citizen advocacy and participation in Rwanda’s evolving legal framework and justice system to improve legal reforms, regulations, and draft laws.

a. Technical support to the Law Reform Commission (LRC)

Assistance shall be provided to establish the LRC, train and mentor professional staff, create (administrative) rules and procedures as necessary, and develop or improve key linkages between staff of the Minijust, the Supreme Court, Parliament, relevant counterparts with legislative drafters in each Ministry, and relevant civil society stakeholders. These linkages could be in the form of formal regularized interactions, communications, and/or information sharing and implementation strategies.

The contractor shall provide technical assistance to strengthen capacity of the LRC to carry out its responsibilities as outlined above and, when possible, assist the LRC in reviewing and making recommendations on Rwanda’s laws and legal framework to expand civil liberties, political rights, and voice and accountability in Rwanda.

The contractor shall provide expert legal advice and other assistance necessary to support the LRC’s efforts to oversee implementation of recently mandated changes in the legal system, structures, and operations of the judiciary, including administrative laws and procedure. Technical assistance will focus on assisting the justice sector to formulate any additional changes in the Rwandan legal framework

required to harmonize Rwanda's legal system for internal governance and for conformity with laws of the East African Community.

The contractor may also assist the LRC in conducting legal analyses of specific policy and legal issues that will enable the GOR to determine the priority laws that should be amended or drafted and; review fiscal impact reports on draft legislation with projections of costs associated with a proposed law; review and analyze proposed government policies and bills; and assess the potential short and long-term impacts of its proposed reforms.

In addition, activities to strengthen LRC capacity to engage in effective legal review and oversight shall include:

- Technical assistance (TA) to support the LRC's oversight of changes in the structure and operations of the judiciary mandated by recent changes in legislation and other laws or regulations that may be enacted;
- TA and training to strengthen collaboration, communication and other linkages between the LRC and the Minijust and Parliamentary legislative drafting units through formal mechanisms in order to co-ordinate legislative review, compatibility of international treaties, legislative intent, and interpretation and implementation of legislation;
- Training on the use of computer software, databases, legal research, and/or other organizational computerized aids as necessary.

Other TA and/or Training Activities for Consideration:

Assist the LRC to:

- Develop and conduct specialized training course for designated staff on reviewing, analyzing, and indexing laws; conducting reviews of draft bills; the use of statistics and fiscal databases; formulating policy and rulemaking processes; and operational practices and procedures to be followed;
- Establish a framework of laws governing the structure and operation of justice sector institutions consistent with international and regional standards and norms;
- Identify and propose solutions to residual legal issues, procedures, or practices from previous legal systems or practices that inhibit judicial effectiveness, impartiality, and/or independence; and
- Pending the availability of funds and expressed GOR interest, provide support to the LRC or other appropriate GOR institutions to review the legislative framework as it broadly pertains to HIV/AIDS-affected individuals and make legislative recommendations accordingly.

b. Strengthen the Legislative Drafting Unit in Minijust

Efforts under this component shall focus on technical assistance to the Minijust LDU to: improve the quality of legislative drafting overall; support the drafting of key laws as they enhance political rights, civil liberties, and voice and accountability; pending the availability of funds, support the drafting of key laws as they broadly support efforts to prevent, treat, or care for HIV/AIDS-affected individuals within the framework of PEPFAR; enable the unit to act on recommendations from the LRC in order to further the GOR's legal reform agenda; and improve the efficiency and transparency of the legislative process. This technical assistance should include experts to assist with legal drafting, legislative processes, and assist in providing analysis and commentary on draft laws. It will also include targeted technical assistance and training to the Ministry of Justice's LDU to increase the staff's legal drafting and research skills and enable it to act on recommendations from the LRC in order to further the GOR's legal reform agenda. Specifically, the contractor shall:

- Work closely with the ILPD to develop and refine training in the following illustrative areas:
 - in legal language and legal concepts;
 - legislative research;
 - training in any legislative software or legislative tracking materials developed or provided as part of this or other projects;
- Provide technical assistance in the following illustrative areas:
 - On-the-job training and mentoring to Minijust and other ministries' legislative drafters develop legal drafting techniques and style and to build on training;
 - Assist the LDU to investigate, evaluate, and draft amending primary and subordinate legislation;
 - Assist the LDU to review, research and comment on draft legislation prepared by other departments and relevant international agreements;
 - Develop a legal glossary and legislative drafting training manual;
 - Develop a tracking and clearinghouse mechanism to assist Minijust in coordinating legislative drafting efforts, track the progress of legislation, and enable greater transparency in the legislative process;
- Provide resources to libraries of both the Minijust and Parliamentary (see c. below) LDUs, as well as providing targeted information technology equipment and resources, including:
 - TA and training to maintain and enhance these libraries over time and ensure their viability;
- Provide information technology, equipment, and technical assistance and training to both the Minijust and Parliamentary (see c. below) LDUs as necessary to support their functions, increase their efficiency, and achieve the project objectives, including (Note: limited funds will be made available for select procurements specifically related to project objectives):
 - Computers, specialized software for drafting and/or tracking legislation, printers, and other equipment and software as required (Where appropriate and to reduce costs to the project, software developed as part of other USAID/Rwanda projects should be provided); and
- TA to establish formal, structured process and procedures to solicit public input into draft legislation, linking with the civil society component of the Rwanda Threshold Program when appropriate.

Other TA and/or Training Activities for Consideration:

- Support LDU for consolidating laws –collect, organize and index for easy reference by legislators;
- Strengthen the legislative library –i.e. daily legislative debates, legislative reports, current statistical and policy information, regional and international periodicals;
- Training for staff in e-library development based on legislative and legal information needs;
- Enhancement of staff recordkeeping systems –i.e. publication of votes in plenary, committee notices and activists, public hearings, publication of legislative agendas;
- Development of a legislative database; and
- Development of an information technology network to upload judgments and legal commentaries or other jurisprudence for assisting judges in researching and applying the law.

The contractor shall be cognizant of the challenges of retaining specialists in the LDU and should work with Minijust to develop creative and innovative incentives to address staff retention issues.

c. Technical support to establish a Parliamentary Legislative Drafting Unit

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The Rwandan Parliament was formed in 2003 and is a bi-cameral body with 80 Deputies in the Lower Chamber and 20 Senators in the Upper Chamber. Overall, the Parliament suffers from a lack of resources and MPs are generally inexperienced and may not understand clearly their roles. Due to resource constraints, the Lower Chamber is unable to provide the level of services required to fulfill its constitutional mandate. There is one legal counsel for the Parliament. As part of its internal reorganization, Parliament will establish a new Research and Governance Unit. The GOR has also committed to ongoing funding for a new LDU. This unit may be a part of the Research and Governance Unit or may be created as a separate entity. Legislative drafting is currently done primarily by external consultants, but may also be done by the sole legal counsel, assisted by committee clerks and translators. During Parliament's last session, 12 Private Member's Bills were drafted by consultants at the personal expense of MPs.

While the Parliament is officially trilingual in French, English, and Kinyarwanda, the operative language is Kinyarwanda. However, private member bills are drafted in the drafter's native tongue and then translated into the other two official languages. Kinyarwanda is the default language in cases of ambiguity in a bill or the law. Most of the staff and the Parliamentarians speak Kinyarwanda and French.

Professional bill drafting capability will allow Rwandan Parliamentarians' preferences in legislation to be put in proper legal language. As Rwanda continues to restructure key legal institutions, the need continues to draft sound bills based on policy and sound legal concepts. It is fundamental that Members of Parliament in their role as lawmakers ensure that the legislation itself (what it says in writing) is clear and consistent in Rwanda's three official languages. Clear and accurate draft bills are necessary in all the official languages in order for legislation to fulfill its intent. Imprecise language confuses legislative intent and allows for misinterpretation of the law by judicial and law enforcement officers.

The new Parliamentary LDU is envisioned to have the ability to draft legislation introduced by Parliament, review and revise legislation proposed by the Executive as directed by Parliament, review legislation in light of existing domestic laws and international instruments and the constitution, liaise with the Executive Branch about proposed legislation, and translate laws in to Rwanda's three official languages.

Technical assistance for the new Parliamentary LDU will focus on building its capacity to provide quality legal content, policy formulation and research into substantive technical issues. In addition to the illustrative training and technical assistance described above for the Minijust LDU, the Parliamentary LDU will require assistance in the following areas:

- Establishment of the new Parliamentary LDU through provision of equipment and technical assistance;
- Strengthening of technical subject writing and policy analysis skills;
- Development of expertise in translating policy and statistics into legislation;
- Increase capacity to research, review and draft legislative reports, comments and opinions on legislation prepared by other departments; and
- Other training and/or technical assistance as necessary to stand up the Parliamentary LDU.

d. Strengthen citizen advocacy and participation in Rwanda's evolving legal framework and justice system to improve legal reforms, regulations, and draft laws

Active engagement of civil society organizations (CSOs) will be vital if the legal reform efforts anticipated in this project are to be successful and sustainable. In order to improve the quality of draft legislation, draft regulations, and proposed legal reforms prior to their passage, assistance will be provided to the GOR to better engage in targeted public outreach and engagement efforts. Assistance will be provided to the GOR to strengthen its skills and expertise to develop and promulgate clear processes and procedures for soliciting inputs into draft laws, proposed legal reforms, and draft regulations in order to improve policy formulation and legislative products by incorporating the views and interests of CSOs.

Work under this component should focus on institutionalizing processes and procedures for obtaining citizen input into policy formulation and legislation. This activity will link with civil society strengthening activities also being conducted as part of the implementation of Rwanda's Threshold Program which will seek to increase the capacity of Rwandan CSOs to constructively participate in policy making, advocate for the interests of their members, and generally to work more effectively with government, media, private sector, and the public.

Assistance to the GOR, particularly the Minijust, Supreme Court, and Law Reform Commission, will be provided to constructively draw upon the capacities of professional associations and other CSOs that have a stake in strengthening the independence of justice institutions and advocating for legal reforms, particularly as they address the targeted MCC indicators of voice and accountability, civil liberties, and political rights, though not exclusively. Additionally, technical assistance may include:

- The development of communications and information dissemination techniques and develop formal processes for involving and engaging citizens and civil society in reviewing, commenting on, and making recommendations relating to draft legislation, draft regulations, and proposed legal reforms;
- Expansion of existing community decision-making bodies which link local government and sector/cell level health units such as Twubakane's *Partenariat pour l'Amélioration de la Qualité* (PAQ) model and Joint Action Forum into the judicial sector;
- Development of a structured and more participatory GOR solicitation process by working with civil society organizations, issue-oriented NGOs, academic institutions, think tanks, professional associations, and others to engage in policy analysis and development, and advocacy on, and monitoring of legal reforms; and
- Support increased dialogue between the judiciary and non-governmental organizations to provide inputs, develop democratic solutions which can win broad support, and of strengthening the capability the judiciary to initiate, advocate and implement legal reforms.

Other Technical Assistance or Training Activities for Consideration:

- Enhance civil society's understanding of how policy is developed and translated into law;
- Improve the advocacy skills and techniques of national groups with targeted policy interests and objectives that are relevant to this project; and
- Link with USAID/Rwanda's media strengthening activities.

VIII. Linkage to U.S. Government Priorities and USAID Strategy

In Rwanda, the U.S. Agency for International Development (USAID) focuses on health; economic growth; and democracy and governance.

Improving Health Care

In the area of health, USAID programs work to reduce maternal and neonatal mortality; improve the quality and sustained use of family planning; reduce malnutrition among children; provide treatment and prevent the transmission of HIV/AIDS, tuberculosis, and malaria; and ensure access to decentralized health care. USAID also supports community-managed pre-paid health insurance schemes (*mutuelles*), in part because a *mutuelle* member is five times more likely to seek modern health care than a non-member.

In 2004 Rwanda began full implementation of the President's Emergency Plan for AIDS Relief (PEPFAR), and the U.S. is Rwanda's largest funder of HIV/AIDS programs. Under PEPFAR, USAID supports prevention of mother-to-child transmission of HIV/AIDS; provision of voluntary counseling and testing services, care, and treatment; and provision of psycho-social services to people living with HIV/AIDS, orphans, and other vulnerable people. Under the President's Malaria Initiative (PMI), which began in Rwanda in 2007, USAID's program—implemented in close coordination with Rwanda's government—focuses on malaria in pregnant women; indoor residual spraying of homes in designated districts; distribution of long-lasting, insecticide-treated bed nets; life-saving drug therapy; and case management of malaria at health facilities and the household level.

Promoting Rural Economic Growth

USAID's economic growth program expands agribusiness opportunities in the specialty coffee and the dairy sectors. For example, in 2000 no specialty coffee was exported from Rwanda; in 2007, annual export revenue from this sub-sector has grown from zero dollars to \$8 million; and Rwandan specialty coffee has been featured by Starbucks and Green Mountain Coffee as their "best of the best." In the dairy sector, USAID provides technical assistance to the Rwandan dairy industry to enhance its competitiveness through increased efficient and profitable flow of quality milk, dairy products and related inputs and services through the dairy value chain. In addition, the program seeks to expand access to economic opportunities for vulnerable populations through integrating people living with HIV/AIDS, orphans and other vulnerable children into dairy-related income-generating activities. Furthermore, USAID supports Rwanda's eco-tourism in Nyungwe National Park by working to increase the number of visitors to the park, conserve the biodiversity, and improve the livelihoods of Rwandans surrounding the park.

In Rwanda, USAID also provides food assistance to food insecure households. The assistance provides a safety net to HIV/AIDS-infected people, orphans and other vulnerable people. Food aid activities contribute to employment, improved agricultural technologies, agri-business development, incomes, and food security. To date, over 850,000 Rwandans have benefited from the U.S. food assistance.

*Democracy and Governance Program**Health Decentralization*

- Twubakane: This five-year project (2005-2010), implemented by Intrahealth, focuses on strengthening the capacity of local governments and communities to improve health service delivery in twelve districts in Rwanda. It has the following components: 1) family planning and reproductive health; 2) child survival, malaria and nutrition; 3) decentralization policy, planning, and management; 4) district-level capacity building; 5) health facilities management and *mutuelles*; and 6) community engagement and oversight.
- Community HIV/AIDS Mobilization Project (CHAMP): This PEPFAR-funded project (2005-2009) implemented by CHF International receives a small amount of DG funding. It enables Rwandan communities to access HIV and AIDS services in twenty districts through support to local CSOs.

Conflict Mitigation and Reconciliation

- National Unity and Reconciliation (NURC): This three-year project (2005-2008) is implemented by the International Rescue Committee to support design and development of annual social cohesion opinion surveys by the NURC that measure the impact of governmental initiatives on public opinion and the status of social cohesion.
- Conflict Transformation Radio: This two-year project (2007- 2009) is implemented by Search For Common Ground and supports the production and broadcast of a weekly interactive radio program for the youth of Rwanda, eastern DRC and Burundi, specifically focusing on understanding conflict in the region and finding ways to build lasting peace as well as a girls radio program broadcast in Rwanda.
- Peacebuilding and Dialogues in Conflict Transformation: This four-year (2008-2010) project (2008-1010) is implemented by the Institute of Research and Dialogue for Peace and supports the development of permanent debate platforms at the national, provincial, and local levels, as well as the Rwandan diaspora, in post-conflict dialogue.

Justice Sector

- Legal Aid: This four-year project (2008-1012), implemented by *Avocats Sans Frontières* (ASF), supports the establishment of a two permanent legal advice centers and mobile legal advice to residents and prisoners in three prisons.
- Legislative Process Strengthening Project: This is 18-month project (2008-2009) is implemented by ARD, Inc. and focuses on improving the quality of legislative drafting, with special reference to PEPFAR target populations. The program is primarily targets the executive branch's role in the legislative process by partnering with the Ministry of Justice, other ministries, and civil society.

Elections and Political Processes

- Political Party Strengthening: This one-year project (2008-2009) is implemented by the National Democratic Institute and aims to strengthen political parties in Rwanda by supporting and reinforcing mechanisms that promote inter-party dialogue and building political parties' capacity to organize, communicate and reach out to constituents.

Relevant Mission-Wide Cross-Cutting Projects

- Youth Project: This five-year project (2008-2013) will be implemented by Educational Development Center to provide support for young people to develop the skills and attitudes necessary to find jobs or create their own employment, as well as to maintain healthy lifestyles and participate constructively in their communities.

Coordination with Other USAID/Rwanda Activities

To the greatest extent possible the contractor shall closely coordinate activities with other USAID/Rwanda contractors in carrying out the tasks described in this scope of work. The contractor shall be expected to seek synergies with all possible USAID/Rwanda projects, but specifically the following:

- Other activities being implemented as part of Rwanda's Threshold Program;
- Other USAID/Rwanda and/or U.S. Government (USG) interventions, including, but not limited to, USAID/Rwanda's Legislative Process Strengthening Program, implemented by ARD, Inc., and USAID/Rwanda's Legal Aid Project, implemented by *Avocats Sans Frontiers*;
- Other USAID/Rwanda and/or USG justice sector interventions;
- Other USAID/Rwanda and/or USG interventions outside of the justice sector and Rwanda's Threshold Program implementation where coordination is needed or could be helpful in achieving the results of both activities, including but not limited to projects funded by the President's Emergency Plan for AIDS Relief (PEPFAR); and

- Independent monitoring and evaluation implementer(s) hired by USAID/Rwanda or MCC to track project performance during and/or after the project ends.

USG Foreign Assistance Framework

This project directly addresses the following United States Government (USG) Foreign Assistance Program Elements and Sub-Elements:

Program Element 2.1.1: Constitutions, Laws, and Legal Systems: Support the development of constitutions, laws, and legal systems that are derived through democratic processes and are consistent with international human rights standards.

Sub-Element 2.1.1.1: Constitutions, Laws, and Legal Frameworks: Develop democratically-derived constitutions and legal and regulatory frameworks, including participatory processes; support for public and private research and debate on justice systems, including analysis and dissemination of jurisprudence, innovations, and best practices.

Program Element 2.1.2: Judicial Independence: Strengthen judicial independence as a means to maintain separation of powers and check excessive power in any branch or level of government. Work to create an independent and impartial judiciary through institutional and behavioral change, and also to promote public respect for the judiciary and judicial decision-making.

Sub-Element 2.1.2.3: Public Awareness and Advocacy: Foster public confidence and demand for an independent judiciary through judicial outreach, fair and accountable judicial processes, and external monitoring by legal professionals, civil society, academics, and the media.

Program Element 2.1.3: Justice System: Improve the capacity and sustainability of civil and criminal justice sector actors and institutions, enhance coordination amongst them. Work towards an equitable justice system by ensuring equality before the law, fair trial standards, and other elements of procedural fairness...

Sub-Element 2.1.3.1: Justice System Actors: Support educational and training institutions and programs for all justice system actors, to include reform of pedagogy and curricula, continuing and in-service training, and international partnerships; and strengthen oversight, including through institutions, policies, and procedures.

Sub-Element 2.1.3.2: Operations of Institutions and Actors: Improve administrative systems; improve operational systems and capacities to carry out core functions, and improve coordination among justice sector actors and institutions where appropriate, including harmonization of policies, procedures, and systems, and public/private partnerships.

IX. Special Considerations

1. Gender

Gender mainstreaming is an important part of this project, both in terms of project management and implementation. In terms of implementation, to the greatest extent possible, the contractor shall include both men and women in all aspects of this project, including participation and leadership in training programs. Regarding project management, the contractor shall, to the greatest extent possible, assure for gender balance at all levels. The contractor shall be responsible for analyzing and submitting to USAID/Rwanda, as a part of quarterly reports, disaggregated data on gender, and also identify any gender-related issues that need to be addressed in the following quarter.

2. Building Local Capacity

The contractor shall, to the maximum extent possible, use Rwandan staff, technical experts, and institutions in carrying out this contract. Since the achievement of sustainability through skills development and capacity building of experts will be key outcome of this project, the contractor shall utilize every opportunity to develop a pool of local experts with the capacity to continue to address legal reform needs beyond this contract.

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XI. Supervision

The contractor shall work under the direction of a Cognizant Technical Officer (CTO) designated by the Contracting Officer (CO). The CTO will be a person from the Democracy and Governance Office of the USAID/Rwanda Mission in Kigali.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING POLICY

Marking under this contract shall comply with the "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding/acquisition.html>

D.3 DELIVERABLES IN PAPER FORM

(a) The cover page of all deliverables submitted in paper form shall include the USAID logo (or the name of the Agency written out) prominently displayed, the contract number (see the cover page of this contract), Contractor name, the publication or issuance date of the document, document title, author name(s), project/activity number, and project/activity title). All materials shall include the name, organization, address, and telephone/fax/internet number/address of the person submitting the materials.

(b) Deliverables submitted in paper form shall be prepared on non-glossy paper (preferably recycled and white or off-white) using black print. Elaborate art work, multicolor printing, and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

D.4 DELIVERABLES IN ELECTRONIC FORM

(a) Deliverables submitted in electronic form must utilize the Windows 2000 operating system and be in a Microsoft Word 2000 or Microsoft Excel 2000 application shall be submitted with the following descriptive information:

(b) Name of application software used to create the files on the diskette;

(c) The format for any graphic and/or image files included, *e.g.*, TIFF-compatible; and

(d) Any other necessary information, *e.g.*, special backup or data compression routines/software used for storing/retrieving submitted data.

(e) The Contractor shall also comply with the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14 with any Alternates).

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Rwanda
 United States Embassy Compound
 #2756 Avenue de la Gendarmerie, Kacyiru
 Kigali, Rwanda

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3. PERFORMANCE STANDARD

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The following general performance standards shall be included in the basis of the evaluation:

Quality

- (i) Quality and effectiveness of long-term key personnel and short-term technical specialists.
- (ii) Quality and effectiveness of Contractor and local professional staff.
- (iii) Degree to which key personnel provided are consistent with the names mentioned in the proposal.
- (iv) Management of subawards to local organizations (if any).
- (v) Quality and effectiveness of Technical Assistance given to other partner organizations.

- (vi) Extent to which open, transparent, and informal relations are established with USAID and multiple, sometimes competing, partners.
- (vii) Extent to which Contractor takes advantage of opportunities in managing for results.

Cost Control/Effectiveness

- (i) Actual costs incurred against the Contractor's cost proposal.
- (ii) demonstrated effort and approach in cost control

Timeliness of Performance

- (i) Long Term and Short-term technical assistance is identified and fielded in a timely manner.
- (ii) Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- (iii) Timeliness of documentation submitted to USAID.

Satisfaction of Relationship with USAID

- (i) Understanding of, and adherence to, USAID regulations and procedures.
- (ii) Effectiveness in bringing critical issues/constraints to the attention of USAID and proposing appropriate solutions.

E.4. MONITORING AND EVALUATION

The Contractor shall submit a Monitoring & Evaluation (M&E) plan as follows: within 30 days of contract signing for the annual work plan and indicators for consultation and negotiation with the CTO specified in Section G; and within 60 days of contract signing for the comprehensive and consolidated M&E plan showing baselines/targets/timeframe.

The M&E plan shall be comprehensive and consolidated for the entire project with measurable quantitative and qualitative indicators, baselines, targets, time frame for achieving these indicators.

This M&E plan will lay the foundations for quarterly performance reporting. The contractor shall submit to USAID quarterly reports not later than two weeks following the close of each quarter.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER DATE	TITLE	
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 DELIVERY SCHEDULE

Offers shall propose an implementation calendar of the results, outputs in Section C.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is from the effective date until 24th month hence.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G: Each of the reports shall be submitted electronically. Electronic versions of the reports should be submitted using Microsoft Word, Excel, or PowerPoint software. All reports should be written in English. All reports are subject to approval by the USAID Rwanda CTO.

F.5.1 Annual Work Plans

Within the first 30 days after the award of the contract, the contractor shall submit the first annual work plan to the USAID/Rwanda CTO for approval. This work plan will be for the first year of performance. Annual work plans for subsequent years shall be submitted on or before the anniversary date of this contract. Work plans shall be developed collaboratively with the CTO and Technical Teams, and shall describe the activities and interventions required to meet the contract deliverables, including:

- Proposed activities for the given year;

- Corresponding time frame for implementation of proposed activities;
- Detailed budget for implementation;
- Information on how activities will be implemented in a collaborative and coordinated manner with other USG Agencies (for PEPFAR and other relevant initiatives), implementing partners and GOR counterparts;
- Update the work plan on a quarterly basis the previous quarter's progress, challenges, and proposed activities towards achieving outputs; and
- Proposed annual accomplishments and progress towards achieving outputs.

F.5.2. Quarterly, Annual and Intermittent Progress Reports

Annual Reports: The contractor shall submit Annual Performance Reports to USAID for the year covered within 30 days of the close of the year. The contractor shall submit one original hard copy and electronic copy to the CTO, with an electronic copy to Contracting Officer. Electronic submission of all reports is required. However, the hard copy submission may be eliminated by the CTO at anytime during the contract performance period. The performance reports shall contain information in accordance with the monitoring and evaluation plan approved by the CTO.

Quarterly Narrative and Financial Reports: Quarterly narrative and expenditure reports are due within two weeks of the end of the quarter, and an annual narrative and expenditure report is due within 30 days of the end of the fourth quarter.

Periodic or Special Reports: The contractor shall prepare periodic reports on areas or themes as needed by USAID/Rwanda or MCC to document processes and results.

Trip Reports: The contractor shall submit the scopes of work for all consultants conducting business in Rwanda for the project. The contractor must submit a draft report prior to the departure of the consultant and a final report is due within two weeks of the last day of the assignment.

Meetings and Communication: The contractor shall be responsible for attending regular and specially called meetings with USAID/Rwanda, GOR stakeholders, MCC representatives, and possible Embassy officials; on occasion they will be expected to provide updates, or respond to specific questions regarding project implementation. All project-related communications shall be made with the Democracy & Governance Team Leader, CTO, and other relevant personnel at USAID/Rwanda as directed by the CTO.

All reporting under this Contract will be in English.

F.5.3 Anticipated Results

MCC, USAID/Rwanda, and the GOR are committed to a rigorous monitoring and evaluation design for this project. Although the specific Monitoring and Evaluation (M&E) Plan must be approved as part of the first year work plan, the broad contours of this plan should be an explicit part of the technical approach. M&E should be designed in accordance with social scientific standards and include, if possible, both baseline and comparison group data to draw inferences about the outcome of USAID/Rwanda activities. In practice this means that, where feasible, the contractor shall collect baseline and outcome data in an appropriately selected set of non-treated units to permit paired comparisons between units (judges, courts, drafting units) that receive

assistance (“treated cases”) and similar units that have not (“comparisons”). In addition to baseline and outcome data, the contractor shall develop specific indicators, benchmarks and targets for each project component. The contractor shall also be required to collect data and track progress on the following indicators required by Rwanda Threshold Program:

1. Improved quality of court decision-making processes based on international standards.
2. Increased capacity and knowledge of judicial staff.
3. Increased capacity and knowledge of attorneys.
4. Improved quality of laws as a result of assistance to Minjust and Parliamentary Legislative Drafting Units.
5. The number of new laws passed, or existing laws amended by Parliament which significantly improve civil liberties, political rights, and voice and accountability in Rwanda. The target is for eight new laws, assessed to be in conformity with international legal standards for the subject area, will be drafted or amended by the end of the Rwanda Threshold Program.
6. The percent of amendments and laws revised or drafted by the new Parliamentary LDU passed in Parliament (of the total number of laws passed by Parliament).

Other expected outcomes include the improvement in the quality of laws as a result of assistance to the Minjust and Parliamentary LDUs, increased independence of the judiciary and improved legal services, including improvement in the quality and timeliness of judicial decisions; improved citizen perceptions of the court systems; rapid identification of laws to be amended and amendments to be proposed with civil society input through the LRC; improved capacity to draft and amend legislation in conformity with international legal standards and instruments; increased citizen understanding of the objectives of the legal reform program and the substance of ongoing legal reforms.

Monitoring Activities

At the end of years 1 and 2, either the contractor or an independent monitoring and evaluation (M&E) implementing partner shall assemble a panel of international legal experts to monitor progress on outcomes 1, 4, and 5 above. The panel must have expertise in civil, common, and Rwandan traditional law as well as in French, English and Kinyarwanda. The panel will provide evidence for evaluating the effects of: a) ILDP training and assistance for judges on the quality of judicial decisions; and b) assistance to Minjust and Parliamentary LDUs on the quality of legislation and amendments. The contractor will be expected to work closely with this M&E partner in successfully completing the tasks A-E listed below by supplying the required information after each year of project implementation in a timely and accessible manner.

- a) To evaluate the effect of Rwanda Threshold Program-funded training and assistance to judges, the panel of legal experts will review the quality of the process judges use to reach decisions from:
- A random sample of court decisions by judges that received Rwanda Threshold Project-funded training and assistance; and
 - A random sample of court decisions by a similar group of comparison judges that did not yet receive Rwanda Threshold Program funded training and assistance.

The rating of the judicial decisions should be blind; when the panel members rate the quality of judicial decisions they should not be informed about the training status of the judges. The panel should determine the quality of the process by which decisions are made (not the correctness of the decisions). The

contractor shall develop the criteria of evaluation in relation to the training curriculum but it may include components such as:

- Clear interpretation of the law and equivalence of interpretation across languages;
- Application of the law to the facts of the case;
- Research of and reliance on precedent; and
- Verdicts are well-founded and organized.

Ideally the panel would attend trials in addition to looking at written documents. If so, the criteria of evaluation could be expanded to include measures of judicial conduct. The results of the panel ratings will be analyzed to determine whether Rwanda Threshold Program-assisted training improved the quality of judicial performance.

b) To evaluate the effect of assistance to the Minijust, Parliament, and other legislative drafters, the panel of legal experts will be asked to rate three categories of laws or amendments:

- All laws drafted by Minijust, Parliament, and other legislative drafters since the initiation of Rwanda Threshold Program assistance to the LDUs;
- A sample of laws drafted prior to MCC involvement, most probably laws that resulted from the 2001 law reform. The sample of laws could be determined by random assignment to obtain a representative sample of all laws, or through selection of specific types of legislation that most closely mirror the types of legislation drafted by the Rwanda Threshold Program-assisted LDUs; and
- A sample of laws drafted during the life of the project but not with the involvement of the Rwanda Threshold Program-assisted legislative drafters, if possible.

Data should also be collected as to which laws were drafted by Rwandans and which by external consultants and this data should be taken into account in analysis of the effects of assistance to LDUs. To the extent possible, the rating of the laws by the panel should be blind; the panel of legal experts should not be informed about the timing or authors of the laws when they rate the quality of the laws. The panel should determine the degree to which the laws enacted substantially satisfy the requirements listed below:

- Improve civil liberties, political rights, and voice and accountability in Rwanda;
- Comply with Rwanda's constitutional provisions;
- Conform with international treaties, conventions, or other instruments to which the GOR is party or international commitments entered into by the GOR;
- Conform to international best practices; and
- Are standardized across all three official languages - French, English, and Kinyarwanda.

The results of the panel ratings will be analyzed to determine whether the laws drafted by the Rwanda Threshold Program-assisted legislative drafters receive higher ratings than laws drafted prior to the project. The panel assessments can also be used to determine whether the project meets the GOR expectations that three laws in year one and five laws in year two will be passed or amended in a way that significantly improves civil liberties, political rights, and/or voice and accountability. In addition, if current laws are found to fall short of the requirements, the experts will be asked to make appropriate recommendations to the GOR. Finally, data should be collected on the costs of laws drafted by external consultants to allow a cost-benefit analysis of support to the LDU versus alternative means of obtaining legal drafting expertise.

Additional data will be collected to assess outcomes 2, 3, and 5:

c) Increased knowledge and capacity of judicial staff and attorneys (outcomes 2 and 3) will be measured by pre and post-training tests. In addition, training participants should be asked to identify three actions or

behavioral changes that they will take back to their jobs following trainings; a survey of participants after a year can be used to determine the degree to which changes in knowledge are retained and intended changes in behavior are realized.

d) Finally, additional strategies may be employed to measure specific outcomes targeted in the training programs (outcomes 1, 2, and 3). These might include: conviction rates; satisfaction of victims; rates of diversion and non-prosecution; proportion of plaintiffs who have had no prior contact with the courts; spectrum of claims filed; level of respect for the judiciary, comparing litigants who ‘win’ in court with those who ‘lose’; and time between filing and first hearing or to disposition, case backlog, duration of postponements. Where possible, measures should be disaggregated by the gender and wealth of litigants. Data can be obtained from administrative records or through client surveys and interviews upon entry, exit from first interview, and after disposition. Data should be collected to allow for assessment of changes over time and possibly between courts with trained and untrained staff.

e) The percentage of laws amended or drafted by the Parliamentary LDU (outcome 5) will be tracked by the contractor of the activity.

If the contractor implements PEPFAR activities, it will be expected to follow PEPFAR M&E guidelines, and supply all required data to USAID/Rwanda in accordance with PEPFAR expectations and deadlines.

F.6 752.242-70 PERIODIC PROGRESS REPORTS (July 1998)

(a) The Contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

F.7 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Name TBD	Title:

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION
TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

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 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 (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Acquisition & Assistance Office
USAID/Rwanda
United States Embassy Compound
#2756 Avenue de la Gendarmerie, Kacyiru
Kigali, Rwanda

International Address:

Acquisition & Assistance Office
USAID/Rwanda
B. P. 2848
Kigali, Rwanda

Phone: +250-596-800
Fax: +250-596-591

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer will be designated in an administrative letter after contract's award by the Contracting Officer.

USAID/Rwanda
United States Embassy Compound
#2756 Avenue de la Gendarmerie, Kacyiru
Kigali, Rwanda

Telephone: +250-596-800

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) 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 Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) 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 Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5 PAYING OFFICE

The paying office for this contract is:

USAID/Rwanda
Controller's Office
B. P. 2848
Kigali, Rwanda

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:
Operating Unit: USAID/Rwanda
Strategic Objective: DG
Team/Division:
Benefiting Geo Area: 696
Object Class:
Amount Obligated: TBD
MAARD #: TBD

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,

- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include:

assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this

clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The Contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), Contractor name(s), name of the USAID cognizant technical office,

the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 INSURANCE AND SERVICES

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

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

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

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

(d) Contractor's are responsible for providing medical evacuation coverage for their employees. The following State Department website, <http://www.state.gov/m/dghr/flo/24051.htm>, provides possible sources from which MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

(e) The Contractor shall be entitled to be reimbursed for the cost of insurance provided to its employees pursuant to the contract clause at FAR 52.228-3, "Workers' Compensation Insurance (Defense Base Act)," at the USAID authorized rate, currently \$2.15 per \$100 (Please refer to latest AAPD) of employee remuneration. The Contractor is herein notified that DBA insurance coverage is a requirement for all prime contractor employees and subcontractor employees under this contract pursuant to FAR 52.228-3. DBA-covered employees are also entitled to benefits under the War Hazards Compensation Fund. As this is a U.S. Government established fund and its benefits are provided at no additional cost to the contractor above the cost of DBA insurance, the Contractor is not entitled to reimbursement for War Hazards Compensation Fund coverage. If the Contractor provides additional accidental death and disability or life insurance to its employees, the cost of the additional insurance will be considered a fringe benefit and will be allowable as provided by FAR 31.205-6(m). Medevac services costs are allowable as a direct cost.

MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

(a) 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 under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

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

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

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

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

TBD

H.8 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.9 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultant shall have English language S/4 proficiency to perform technical services.

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated TBD is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts and subawards issued under this contract.

H.12 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Cognizant Technical Officer (CTO).

H.13 REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of

when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: The Controller
USAID/Rwanda
B. P. 2848
Kigali, Rwanda

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.14 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.15 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate described in "AAPD 06-03" as amended from time

to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf

(b) Salaries During Travel: Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual increase salary increase not more than TBD (COLA, %, or Company Policy) (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate described in "AAPD 06-03" may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in AAPD 06-03, whichever is less.

(f) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

(g) Work Week

(1) Non-overseas Employees

The length of the Contractor's U.S., non-overseas employees workday shall be in accordance with the Contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract. A six (6) day workweek is approved for this contract.

(3) Local Employees

The locally engaged staff salary levels shall be subject to approval by the Contracting Officer.

The following is a synopsis of the local compensation plan:

USAID/Rwanda abides by the US Mission Local Compensation Plan (LCP). However other entities, specifically USG Contractors, must abide by only the maximum rate that is set forth in the LCP, not its pay structure. Below is pertinent information in line with the compensation parameter cited in AIDAR 722.

Pursuant to the most recent LCP, dated 11/09/2008, the maximum compensation pay rate is RWF 27,178,023 per annum for a standard 40-hour/5 day workweek. This total amount is composed of a Base Rate of 21,659,170 plus a Transport (827,157), Housing (2,009,918), Meal/Beverage (103,107), and Misc. (774,462) Allowances amounting to RWF 3,714,644 when combined, and a "Christmas Bonus" of RWF 1,804,209.

Lastly the LCP, separate from the above, provides for an annual "Family Allowance" paid to employees who are legally married. That allowance breaks down as follows: RWF 31,088 for employee's spouse and a payment of RWF 16,773 per dependent child (for up to a maximum of 3 children) as and where applicable.

H.16 GENDER CONSIDERATION

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The technical application should describe how gender considerations will be integrated throughout the program and into specific activities as appropriate. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. This program must address gender concerns in a fundamental way. Gender indicators should be defined and tracked by the Contractor.

H.17 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17:
http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

H.18 INFORMATION TECHNOLOGY REQUIREMENT

The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information

technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

H.19 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

(A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

2. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the CTO and the Contracting Officer.

3. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the CTO and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the CTO and Contracting Officer on the final disposition of all IT resources.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEPT 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE	JUL 2005

	FOR HUBZONE SMALL BUSINESS CONCERNS	
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-32	PERFORMANCE-BASED PAYMENTS	FEB 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE I (JUN 2007)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2007
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AID ACQUISITION REGULATION (AIDAR 48 CFR CHAPTER 7)

752.202-1	DEFINITIONS	
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	
752.211-70	LANGUAGE AND MEASUREMENT	
JUN 1992		
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984

752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (SEP 2005)
ALTERNATE I (JUNE 2003)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island. (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments. For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number: National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY) To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor. (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law. (e) The requirement to post the employee notice in paragraph (b) does not apply to-- (1) Contractors and subcontractors that employ fewer than 15 persons; (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees; (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements; (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States. (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-- (1) Obtain the

required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; (2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster. (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.4 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.5 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a (4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.6 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

TBD

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

752.242-70 Periodic Progress Reports

See CIB 98-21.

I.8 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Cognizant Technical Officer (CTO) an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CTO or Contracting Officer's prior written approval may be in the form of a letter email or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CTO, of planned travel, identifying the travelers and the dates and times of arrival.

I.9 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions may be provided upon request.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <http://www.usaid.gov/forms/>

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <http://www.usaid.gov/forms/>

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at <http://www.usaid.gov/forms/>

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 112120.

(2) The small business size standard is ---.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies. (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.3 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

K.4 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [] has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.5 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Marcus A. Johnson Jr.
Regional Contracting Officer
USAID/East Africa

Hand-Carried Address:

Regional Acquisition & Assistance Office
US Embassy Compound
United Nations Avenue, Gigiri
00621, Nairobi, Kenya

International Mailing Address:

P.O. Box 629, Village Market
00621 Nairobi, Kenya

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror must submit the proposal electronically either

(i) through the internet email to (askebede@usaid.gov and marcusjohnson@usaid.gov) with up to 4 attachments (2MB limit) per email compatible with MS WORD, Excel, in a MS Windows environment. Only those pages requiring original manual signatures must be sent in scanned PDF format; or

(ii) via regular mail (on Compact Disks), however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of compact disks to the physical location of the issuing office – USAID/Rwanda, 55 Ave Paul VI, Kiyovu, Kigali, Rwanda

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept as separate files from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

TECHNICAL PROPOSAL FORMAT

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. **The technical proposal should be organized by the technical evaluation criteria listed in Section M.**

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 27 pages, **OVER 27 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm paper), single spaced, 11 point font size with each page numbered consecutively. Items such as cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, table summarizing qualifications of proposed personnel, technical assistance plan, past performance summary table, and past performance report forms, draft monitoring and evaluation plan, charts and graphs, and summaries of organizational policies and strategies) are not included in the 32-page limitation. All proposals **MUST** conform to the guidance below in terms of order, content, and page limitations and the outline for the technical proposal should be organized as indicated below.

(d) The technical proposal should, at a minimum, include the following:

1. **Executive Summary: Two page maximum.**
2. **Technical Approach: 25 page maximum total including bulleted sub-sections below.** This section should address the project summary and objectives in Section B of this document and should be organized according to the Evaluation Criteria.
3. **Monitoring and Evaluation Plan: Five page maximum.** This preliminary plan should include explicit targets, benchmarks and proposed indicators to be monitored. The plan should describe the process for data collection and monitoring as well as a description of the proposed interaction with USAID/Rwanda and implementing partners. Since the entire contract is concerned with M&E, this section should concentrate on proposed, indicators, targets and benchmarks.
4. **Key Personnel**

The contractor shall recruit as many local staff as possible to complement the work of the Chief of Party and a Senior Legal Reform Advisor. Senior staff shall have the following experience:

Chief of Party

- Be the holder of a relevant advanced degree from an accredited university.
- Have a minimum of 7-10 years of progressive work experience as a training specialist, training curriculum designer, and/or training program manager, with at least three years experience in planning and managing training programs for judges, court clerks and other legal professionals. This experience may be as a result of working in a court system administrative office, judicial training institute or centre, academic institution, or as a training service provider for legal professionals. This experience must include experience with assessing training needs; determine appropriate training programs, scheduling training, organizing and managing training and evaluating training effectiveness and impact.
- Experience in working in the area of judicial and legal reform and rule of law programs in foreign countries, preferably mixed-hybridized systems (civil common, customary law), and developing countries reform programs is desirable. Experience in implementing rule of law/judicial system reform programs in Africa is highly desirable.
- Previous experience in Rwanda or a similar setting in Africa is highly desirable.
- University level (FSI S3/R3 equivalent) French speaking, reading and writing proficiency is highly desirable.
- Must be knowledgeable of and able to effectively use word processing and data management systems and applications, including Microsoft Windows, Word, Excel, and Internet and email applications.

Senior Legal Reform Advisor

Deleted: ¶

- Be the holder of a relevant advanced degree from an accredited university.
- Have a minimum of 5-7 years of progressive work experience in the area of judicial and legal reform and rule of law programs in foreign countries, preferably working with law reform commissions and/or other similar government entities; specific experience in legislative drafting is required.
- Previous experience in Rwanda or a similar setting in Africa is highly desirable.
- University level (FSI S3/R3 equivalent) French speaking, reading and writing proficiency is required.
- Must be knowledgeable of and able to effectively use word processing and data management systems and applications, including Microsoft Windows, Word, Excel, and Internet and email applications.

Resumes/CV for all individuals proposed 3 pages or less and must be provided as an Annex.

Short Term Technical Advisors

The contractor shall provide the services of expert technical advisors on short term basis as required to provide expertise in areas not possessed by long-term advisors. Such advisors shall have high technical and professional qualifications and experience. It is anticipated that short term advisors shall be required to support the work of long-term advisors, particularly with regard to certain areas of legislative drafting, legal training and legal reform.

5. “CONTRACTOR PERFORMANCE INFORMATION” [See Section M.2.]

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 10%) of the offeror’s total proposed cost) in accordance with the following:

1. List in an annex to the technical proposal up to 5 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar contract types, type of work, scope of work, complexity/diversity of tasks, skills and expertise required and the currency of the performance.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

(USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it)

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken*.

Deleted: ¶

* Required by FAR 15.305(a)(2)

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

Deleted: ¶

(d) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)*.

(1) This section (d) is not applicable to offers from small business concerns.

(2) As part of the evaluation of performance in Section M.2 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size and value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract(s).

(3) In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

(A) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

(B) To supplement the narrative summary in (A), provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past 3 years.

(C) Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and email address for each.

[End of provision]

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Section B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

(a) Part 1 - Standard Form (SF) 33 The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(b) Part 2 - Proposed Costs/Prices

(1) Offerors shall provide a complete budget by cost element. The estimated cost, including fee shall not exceed \$6,000,000 over a maximum year performance period. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror’s technical approach. Cost proposals shall be evaluated as part of best value determination for contract award.

Supporting information should be provided in sufficient detail to allow a complete analysis. This should include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract, e.g., salaries, fringe benefits, overhead, other direct costs (supplies, equipment, travel, transportation, per diem amounts, airfares, destination and number of trips, taxis, and car rentals and vehicle purchases, rent, and domestic and international communications), TCN/CCN labor costs, general and administrative, and fixed fee. The fixed fee proposed should include the rationale for the proposed amount of fixed fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The cost and pricing information shall include the basis of each and every cost (i.e., current salaries, vendor quotes, market surveys, historical experience, etc.) and should describe any significant assumptions or uncertainties such as annual inflation factors and proposed salary increases. Lastly, the offeror shall propose an annual salary increase and explain the basis of the proposed salary increases.

Supporting information should be provided in sufficient detail to allow a complete analysis for cost reasonableness and realism of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract. Accordingly, a summary budget and detailed budget breakdowns should be prepared.

Cost Element	Year 1	Year 2	Total Cost
Salaries and Wages			
Fringe Benefits			
Allowances			
Consultants			
Travel, Transportation and Per diem			
Equipment and Supplies			
Subcontracts*			
Other Direct Costs			
Overhead			
G&A			
Total Estimated Cost			
Total Fixed Fee			
Total Est. Cost + Fixed Fee			

* Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

(2) Indirect Cost Information

(i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or any major subcontractor(s) does not have a cognizant Government Audit Agency, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

(iii) Proposed ceilings on indirect costs, if any [See USAID Contract Information Bulletin No. 92-17] This CIB may be found in AIDAR SUBPART 731.1 – APPLICABILITY].

(c) Part 3 - Representations, Certifications, and Other Statements of Offerors: The Offeror and each proposed subcontractor shall complete Section K, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided.

(d) Part 4 - Policies and Procedures. If the offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc..

(e) Part 5 - Subcontracting Plan

Unless the Offeror is a small business concern, the Offeror must include its small business and small disadvantaged business subcontracting plan, as required by the provision of this solicitation entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9). The plan must contain all of the information required by paragraph (d) of said provision. NOTE: For the purposes of the small business and small disadvantaged business subcontracting plan, individuals acting as independent consultants are considered to be subcontractors, and are also considered to be small businesses if they meet the small business size standard set forth in Section K. Individual consultants who are Black Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1 are considered to be small disadvantaged businesses if they meet the small business size standard set forth in Section K.

(f) Part 6 - Joint Venture Information. If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

(g) Part 7 - Evidence of Responsibility. The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

(h) Part 8 - Letters of Commitment (Subcontractors). The Cost/Business Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement.

(i) Part 9 - Information to Support Consent to Major Subcontractors. The offeror must address each of the elements in FAR 44.202-2 in order for proposed subcontractors to be considered by the contracting officer for consent of subcontractors to be granted with the initial award.

(j) Part 10 - Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The Offeror and each proposed major subcontractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be recovered.

(2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors shall describe their work day and work week policies.

(3) The work day and work week policies and the method of accounting for paid absences for the offeror and major subcontractors in affect at time of award shall remain enforce throughout the period of the award.

L.10 SMALL BUSINESS PARTICIPATION

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(a) As part of the evaluation of past performance in Section M.2.D of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts

relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).

2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.

3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.

4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) Cost has not been assigned a numerical weight. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation score or rating.

For overall evaluation purposes, technical factors are considered significantly more important than cost/price factor. The Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors.

Under this solicitation the Technical Approach factor is the single most important significant evaluation factor. The subfactors under this factor are of equal weight relative to each other. This significant factor is as important as all other significant factors, when combined. The other significant factors are listed below in descending order of importance relative to each other. That is, Key Personnel is relatively more important than the Monitoring & Evaluation factor. Monitoring & Evaluation is relatively more important than the Past Performance factor. The subfactors under each significant factor are of equal weight relative to each other.

(c) The criteria below reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

M.2 TECHNICAL EVALUATION CRITERIA*1. Technical Approach*

- a. Project activities (including the assessment described in Annex A) are informed by the guiding principles, objectives and activities described above.
- b. The technical proposal describes innovative interventions that: have a high probability of sustainability, broadly define training that includes, but not be limited to, traditional classroom approaches; and that can positively impact the anticipated results and the MCC Ruling Justly indicators described above.
- c. The technical proposal demonstrates a clear understanding of the challenges that face the justice sector in Rwanda, and, based on the results of the assessment described in Annex A, it proposes interventions that foster collaborative and productive relationships between the contractor, GOR, and relevant USG programs and implementing partners.

2. Key Personnel

- a. Qualifications and experience of proposed Key Personnel
- b. Proposed staffing capable of carrying out project and ensuring long term success by building capacity of Rwandan nationals

3. Monitoring and Evaluation

- a. Project develops a detailed M&E Plan based on the anticipated results and M&E guidance presented in Section IX.

4. Past Performance and Institutional Capability

- a. Demonstrated success in providing similar services on past contracts
- b. Demonstrated capacity to provide adequate technical support across sectors

M.3 COST PROPOSALS

Cost proposals will be evaluated for allowability, allocability and reasonableness.

The estimated cost/price must not exceed \$6,000,000 for the entire two-year activity. Offerors shall provide a complete budget by cost element, by year. While the cost/price factor is not a significant evaluation factor, it is a selection factor for making the award decision. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. Cost proposals shall be evaluated as part of best value determination for contract award.

The Government shall perform a tradeoff to determine what represents the "best value" to the Government, price/cost and other factors considered. "Best value" is defined as the offer that results in the most advantageous solution for the Government. Technical quality is more important than cost/price. The analysis of the proposal shall be performed through an integrated assessment and trade-off analysis between technical and price factors.

The Government reserves the right to award this acquisition based on initial proposals received, without further communications. If necessary, the Government may enter into communications; however, the offeror shall assume that the Government shall not enter into communications before awarding the contract.

Failure to provide complete information may cause an offeror to be considered unacceptable. The Government reserves the right to reject an unacceptable offer and to award with no opportunity granted to modify the proposal.

M.4 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

M.5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

M.6 SMALL BUSINESS PARTICIPATION

Past performance of offerors in using SB concerns will be considered during evaluation. Offers from small business concerns will not be evaluated against this factor.

Annex A:
Rwanda Justice Sector Capacity and Training Needs Assessment Scope of Work

I. Summary

The purpose of this annex is to describe an activity designed to assist USAID/Rwanda and the Government of Rwanda (GOR) to conduct a targeted assessment of human resource capacity and training needs of the justice sector in Rwanda in support of the justice sector capacity building project.

II. Assessment Objectives and Activities

There are two primary objectives for this justice sector training and capacity development assessment.

Objective 1: Directly inform and support the implementation of the justice sector capacity building project

The planned justice sector capacity building project is intended to: build the capacity of the ILPD; provide targeted training and technical assistance to judicial professionals in support of judicial effectiveness; impartiality, and independence; and provide limited information technology equipment and technical assistance to targeted institutions, including the judiciary, the Minijust Legislative Drafting Unit, and the Parliamentary Legislative Drafting Unit ILPD in support of project objectives.

Overall, the detailed assessment will focus on the capacity building, training, and assistance needs of target populations within the justice sector. In particular, the assessment should determine:

- 1) Current knowledge and skills of target populations in the Ministry of Justice, Supreme Court, Public Prosecutors Office, Kigali Bar Association, and ILPD, specifically including judges, legislative drafters, court clerks, prosecuting attorneys, defense attorneys, administrators, paralegals, and others, whose work has a direct bearing on the administration of justice and the efficiency, impartiality, and independence of the judiciary;
- 2) The desired knowledge and skill for key personnel, developing ideal “profiles” for positions listed above;
- 3) The knowledge and skill gaps for current key personnel, and identify those who will most benefit from training and technical assistance to ILPD and other justice sector stakeholders in support of judicial effectiveness, impartiality, and improving the MCC indicators of political rights, voice and accountability, and civil liberties;
- 4) Training priorities for the justice sector capacity building project in general, and more specifically suggest promising areas for curriculum and training development for ILPD with particular attention to improving MCC indicators of political rights, voice and accountability, and civil liberties;
- 5) What training needs should be addressed by ILPD, and what should be the responsibility of other stakeholders in the justice sector, including but not limited to law schools in Rwanda; and
- 6) Which of the needs identified by the assessment can and should be addressed by USAID’s justice sector project.

Based on the results of the assessment, the justice sector capacity building project will provide training for ILPD instructors, instruction from outside experts as appropriate, assistance in curriculum development, and other resources to be determined to build the capacity of the Institute to conduct pre-service training and ongoing CLE programs for judges and other judicial staff. The project will specifically assist the ILPD to improve its nine-month post-graduate course that will be required for all

pre-service professional judicial officers and current judicial staff, along with the development of shorter-term training modules. The CLE training program will focus on topics such as basic judicial skills and jurisprudence, criminal and civil procedure, writing legal opinions, legal research, judicial professional responsibility and ethics, using information technology for research and writing, and human rights law. As recent reforms have incorporated the use of some common law practices into Rwanda's civil law system, the CLE program will also incorporate these new practices into its trainings.

In addition, the project will support training for court clerks and other court officials focusing on building basic professional skills, including but not limited to court procedures, case flow management, and human rights law. Finally, the project will provide resources for a judicial exchange program with other national judiciaries.

While not a priority focus of the assessment, the contractor shall also identify, when feasible, opportunities for civil society mobilization in the justice sector to complement other activities planned as part of USAID/Rwanda's implementation of Rwanda's Threshold Program.

Objective 2: Provide analysis and recommendations for activities that can positively impact the MCC political rights, voice and accountability, and civil liberties indicators

Analysis and recommendations should focus on training through the ILPD, follow up on-the-job training for key targeted judicial staff, capacity development activities, limited information technology investments, and other targeted technical assistance for the justice sector.

As described before, the assessment will be done as a part of Rwanda's Threshold Program and is intended to address the following Millennium Challenge Corporation Ruling Justly Indicators: Political Rights, Voice and Accountability, and Civil Liberties. Success in the Rwanda Threshold Program will positively impact these indicators. It is intended that through Rwanda's Threshold Program, political rights can be addressed by enhancing the balance of powers between the judicial, legislative, and executive branches of government and in particular by enhancing the capability and independence of the judiciary; voice and accountability can be addressed by increasing the stability of democratic institutions and the degree to which the judicial branch of government oversees the actions of the other branches of government; and civil liberties can be addressed by enhancing the independence of the judiciary and the rule of law.

Since the goal of the Rwanda Threshold Program is to positively impact these indicators, the contractor should familiarize itself with these indicators, and identify training opportunities that are relevant to indicator priorities.

All recommendations should be detailed and practical, so that they can be readily used to implement targeted justice sector training and capacity-building.

III. Assessment Beneficiaries

Government of Rwanda: The contractor shall work closely with the ILPD and USAID/Rwanda before and during the assessment to ensure that the final report will further ILPD's efforts to strengthen the judiciary in Rwanda, providing information on progress already made, challenges for the future, and current donor involvement in this sector. In addition to the ILPD, other GOR justice sector actors, such as Ministry of Justice (Minijust), Supreme Court, Public Prosecutor's Office, the new Law Reform Commission, the Legislative Drafting Unit of Minijust, and the planned Parliamentary Legislative Drafting Unit may benefit from the assessment.

Development Partners: The assessment may inform key donors active in this sector including Belgium, the Kingdom of the Netherlands, and the European Commission. Donor coordination in the justice sector in Rwanda is led by Minijust and the European Commission. Belgium provides both budget and project support to build the capacity of the justice sector, construct and rehabilitate justice facilities, and provides technical assistance. The Kingdom of the Netherlands and the European Community are active in the sector, and are planning a range of interventions, including support to *gacaca*, community mediators (*abunzi*), legal aid, and ILPD.

USAID/Rwanda: This assessment may also inform USAID/Rwanda's future work in the judicial sector, providing information that will enable the mission to explore other opportunities in this sector that build on the justice sector capacity building project implementation and the work of other donors actively engaged in judicial reform.

IV. Methodology

It is envisioned that a multi-method approach will be employed in this assessment. To the extent possible, the contractor shall collect representative sample survey data on the knowledge, skills, practices, past training, and self-identified needs of larger populations targeted for training and assistance, such as judges and lawyers. Focus groups may prove more appropriate for assessing the needs of smaller or more diverse target populations such as legislative drafters. The contractor shall also collect qualitative data through semi-structured interviews with key informants and beneficiaries, including the Supreme Court/Judiciary (judges, court clerks, administrators, prosecutors, lawyers, and possibly paralegals); the Ministry of Justice (targeted legal professionals and administrators); the Public Prosecuting Authority; along with the Kigali Bar Association and other relevant civil society organizations. The contractor shall identify key individuals within these organizations for interviews in close consultation with ILPD and USAID/Rwanda, but shall not be limited to interviewing only these individuals. Finally the contractor shall collect relevant documents such as existing training curricula and material, reports and strategic plans. Due to resource constraints, this assessment will not focus on *Gacaca*, *abunzi*, prisons, police (civilian or military), internal security, or external security.

Preparation Phase: In the first phase of the contractor will:

- 1) Review background materials and key documents, several of which will be provided by USAID;
- 2) Identify research questions;
- 3) Develop an assessment methodology to answer the research questions that includes specific data gathering strategies, respondent selection procedures, questionnaires, and interview protocols; and
- 4) Prepare a schedule of data collection activities, including a detailed schedule of interviews with key informants for the subsequent field work stage.

Close coordination and communication with the USAID/Rwanda CTO or his/her designee is required during the preparation phase to review documents, discuss background reviews and come to agreement on the primary research questions, methodology, interview protocols, respondent selection strategy, key informant list, and assessment schedule.

Field-Work Phase: The contractor shall conduct field research to gather and review documents, refine research methodologies, and conduct surveys and semi-structured interviews (and focus groups, if appropriate) with key informants and beneficiaries. Depending on availability, one USAID/Rwanda staff member will participate in selected parts of the field-work phase.

Report-Writing Phase: The contractor will draft the assessment report submitted for USAID/Rwanda review within one week after field research. The Mission and GOR will have one week to provide comments to the contractor. The final report shall be submitted one week after comments are provided to the contractor.

V. Deliverables

The contractor shall provide the following deliverables to USAID/Rwanda.

Literature Review and Assessment Methodology: Prior to beginning the interview process, the contractor shall prepare for the assessment by reviewing key documents on the justice sector; background material on the political situation; and applicable sections of USAID/Rwanda project documentation. The contractor shall also prepare a methodology plan including: primary research questions, data collection strategies, questionnaires and protocols to structure the interviews, a list of proposed individuals to be interviewed, a justification for the method of selecting survey and interview respondents. The methodology plan and research schedule (including a schedule of key informant interviews) shall be presented to the USAID/Rwanda CTO or his/her designee prior to departure for the field-research phase.

Draft Report: The contractor shall present a draft report in English of its findings and recommendations to USAID/Rwanda (and other GOR stakeholders) within one week after the conclusion of field research. The draft report will be no more than 40 pages. The report will include all of the activities outlined above, although not necessarily in the order specified above. The CLE training plan will be included as an annex to this report.

Redacted Version: The contractor should be aware throughout the assessment and report writing process that issues related to the justice sector may be politically sensitive. The contractor shall discuss these issues with USAID/Rwanda and seek guidance regarding sensitivities that will need to be taken into account during interviews and report writing. Additionally, the team may be requested to prepare a politically sensitive version of the report that can be shared with the Government of Rwanda and other counterparts.

Final Report: The Final Report will be provided to USAID/Rwanda in electronic format in Microsoft Word within one week following receipt of comments from USAID/Rwanda. An electronic copy and five hard copies will be provided to USAID/Rwanda. The report will include an executive summary and should not exceed 40 pages (excluding appendices). Appendices should at a minimum include the scope of work for the assessment; a list of individuals interviewed; a complete description of the methodology used for the assessment; any questionnaires used; and the CLE training plan for ILPD; the contractor shall also provide USAID/Rwanda with all survey data collected for this assessment.

The report should be submitted in accordance with all USAID branding procedures.

USAID/Rwanda will forward relevant documents to ILPD and other justice sector stakeholders when appropriate.

VI. Team Composition and Qualifications

At a minimum, the assessment team of 2 individuals shall have the following qualifications:

- Professional background in rule of law development.
- Familiarity with techniques of program impact appraisals

- Expertise in comparative law and in a range of justice sector areas, including legislative drafting, the judiciary, etc.
- Extensive experience in training and capacity development
- A demonstrated knowledge of legal reform
- A demonstrated ability to design questionnaires, and develop an appropriate methodology for the assessment
- A minimum of 10 years experience in the design, implementation, and/or evaluation of foreign assistance programs including USAID-related rule of law programs
- Excellent written and oral communication skills in English and French
- Previous experience in Rwanda, or comparable countries, is highly recommended.

References should be provided with the contractor's proposal.

USAID/Rwanda will appoint one staff member to monitor and participate when possible in the assessment, including selected meetings during the field research stage.

The contractor shall certify that there is no conflict of interest or potential conflict of interest with respect to the performance of this assessment on the part of the contractor and the contractor's team members. The contractor shall guarantee that substitutions will not be made for individuals proposed as team members without the approval of USAID/Rwanda.

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name			
3. Employee's Address (include ZIP code)		4. Contract Number		5. Position Under Contract	
		6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)

13. LANGUAGE PROFICIENCY (See Instructions on Reverse)

NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
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17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
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INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. CONTRACT</p> <p><input type="checkbox"/> b. GRANT</p> <p><input type="checkbox"/> c. COOPERATIVE AGREEMENT</p> <p><input type="checkbox"/> d. LOAN</p> <p><input type="checkbox"/> e. LOAN GUARANTEE</p> <p><input type="checkbox"/> f. LOAN INSURANCE</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. BID/OFFER/APPLICATION</p> <p><input type="checkbox"/> b. INITIAL AWARD</p> <p><input type="checkbox"/> c. POST-AWARD</p>	<p>3. Report Type</p> <p><input type="checkbox"/> a. INITIAL FILING</p> <p><input type="checkbox"/> b. MATERIAL CHANGE</p> <p>FOR MATERIAL CHANGE ONLY:</p> <p>YEAR QUARTER</p> <p>DATE OF LAST REPORT</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE</p> <p>TIER _____, IF KNOWN:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of</p>	
<p>Congressional District, if known:</p> <p>6. Federal Department/Agency</p>	<p>Congressional District, if known:</p> <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number if known:</p>	<p>9. Award Amount if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p>	<p>b. Individual Performing Services (including address if different from No. 10A) (last name, first name, MI)</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p style="text-align: center;">AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL (Rev.7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

ATTACHMENT 4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

SIGNATURE _____

NAME _____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.