



USAID
FROM THE AMERICAN PEOPLE

ISSUANCE DATE: April 6, 2009
DEADLINE FOR QUESTIONS: April 10, 2009, 12:00 Noon, Washington, DC Time
CLOSING DATE AND TIME: May 6, 2009, 12:00 Noon, Washington, DC Time

SUBJECT: Request for Proposals (RFP) Number 391-09-010
Strengthening Justice with Pakistan (SJP)

The U.S. Agency for International Development (USAID) is seeking proposals from qualified organizations to provide the technical assistance as described in Section C of the attached RFP. It is anticipated that a cost reimbursement plus fixed-fee completion-type contract will be awarded for the services specified herein.

This procurement shall be a full and open competition awarded pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1). Competition is limited to U.S. organizations (USAID Geographic Code 000).

The period of performance under this contract is five (5) years. The government estimate for this contract is **\$84-89 million**. This contract is expected to be awarded not later than July 31, 2009.

Please be aware that in addition to the costs above, additional funding will be available for enhanced security measures. The enhanced security budget, which should **not** be included with the proposal, will be negotiated post-award in a modification to the contract.

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

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. Any proposal not received in the designated office listed below by the closing date and time specified above will be handled in accordance with FAR 52.215-1. Proposals, and modifications thereto, shall be submitted in sealed envelopes with the name and address of the offeror and the RFP number inscribed thereon to:

DESIGNATED OFFICE:

Mr. Albert P. Moesle
Contracting Officer
U.S. Agency for International Development
7.10-062, RRB

1300 Pennsylvania Avenue, NW
Washington, DC 20523
Telephone: 1-202-712-4991
amosle@usaid.gov

Your proposals may be sent by air courier or delivered by hand to the above address.

Please be advised that in the past some firms have experienced delays with 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 to deliver your proposal, please be certain that he/she understands that the closing date and time are firm. Fax, telegraphic or electronic proposals will not be accepted.

Written questions may be sent to Mr. Albert P. Moesle via e-mail at amosle@usaid.gov in accordance with the date specified above. Oral instructions or explanations given before the award of the contract resulting from this solicitation shall not be binding.

Please pay careful attention to, and complete in full, RFP Section K - Representations, Certifications and Acknowledgements. 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. Proposals must be signed by an official who is authorized to bind the organization.

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. USAID anticipates one award under this solicitation. Please note that the U.S. Government intends to award this contract without discussions and as such initial proposals should represent the best possible and most competitive terms available.

Sincerely,

/s/

Rosalind Sika
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 104
2. CONTRACT NUMBER	3. SOLICITATION NUMBER USAID/Pakistan RFP 391-09-010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED April 6, 2009	6. REQUISITION/PURCHASE NUMBER MAARD 391-0004-3-80038
7. ISSUED BY USAID Office of Acquisition & Assistance 1300 Pennsylvania Avenue, NW Washington, DC 20523 USA			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 See Section L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **USAID Office of Acquisition & Assistance** until **12:00 P.M EST** local time **May 6, 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 Albert P. Moesle	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 1-202-712-4991	C. E-MAIL ADDRESS amosle@usaid.gov Subject: RFA 391-09-010 Strengthening Justice with Pakistan
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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 45 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)
DUNS: #	TIN#		
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	21. ACCOUNTING AND APPROPRIATION	
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) USAID/ Pakistan Office of Acquisition & Assistance Diplomatic Conclave, Ramna #5 Islamabad, Pakistan	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	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 PRICES/COSTS

B.1 PURPOSE

The United States Government (USG) through the US Agency for International Development (USAID), Office of Democracy and Governance (D/G) intends to support the strengthening of the Pakistani justice sector by establishing a new project entitled “*Strengthening Justice with Pakistan (SJP)*.” The purpose of the contract is to help reduce citizen mistrust and apathy toward the judiciary and enable the judiciary to deliver justice more effectively. It is expected that a judiciary that achieves progress toward these outcomes will be better able to protect the rights of individuals and private institutions.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) reimbursement completion type contract. For the consideration set forth below, the Contractor shall provide the performance requirements described in Section C and the deliverables or outputs described in Section F.

B.3 ESTIMATED COST, 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 [To be inserted at the time of award].

B.4 BUDGET LINE ITEMS

Cost Element:

Salaries and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Travel, Transportation, and Per Diem	\$ _____
Equipment and Supplies	\$ _____
Subcontracts	\$ _____
Allowances	\$ _____
Other Direct Costs	\$ _____

Commodities for Court Improvements	\$ 2,000,000
Minor Court Renovations	\$ 8,000,000
IT Equipment & Software for Courts	\$12,000,000
Small Grant Fund	\$ 4,000,000
Special Initiative Fund	\$ 6,000,000
Indirect Costs	\$ _____
Total Estimated Cost	\$ _____
Fee	\$ _____
Total Est. Cost plus Fee	\$ _____

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
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

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

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

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

B.6 ADVANCE UNDERSTANDINGS ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

(a) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Period
	%	1/	1/
	%	2/	2/
	%	3/	3/

- 1/ Base of Application:
Period:
- 2/ Base of Application:
Period:
- 3/ Base of Application
Period

- (b) 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 to the lower rates.
- (c) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require 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.

[END OF SECTION B]

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

STRENGTHENING JUSTICE WITH PAKISTAN

ACRONYMS

A	Acceptable
ADB	Asian Development Bank
ADR	Alternative dispute resolution
AJDF	Access to Justice Development Fund
AJP	Access to Justice Project
B	Better
BBLCs	Bench-Bar Liaison Committees
CCLC	Citizen Court Liaison Committees
CIDA	Canadian International Development Agency
CJ	Chief Justice
CLE	Continuing legal education
COP	Chief of Party
COTR	USAID's Contracting Officer Technical Representative
CPC	Critical priority country
CRISP	Community Rehabilitation, Infrastructure Support Program
DCHA	Democracy Conflict and Humanitarian Assistance
DCOP	Deputy Chief of Party
DG	Democracy and Governance
DFID	Department for International Development
EC	European Commission
ECIS	Electronic court information systems
FATA	Federally Administered Tribal Areas
FJA	Federal Judicial Academy
GOP	Government of Pakistan
HC	High Court
IIP	Initial implementation plan
INL	International Narcotics and Law Enforcement Affairs
IT	Information technology
M	Marginal
MIT	Member inspection team
MTBF	Medium-term budgetary framework
MOLJPA	Ministry of Law, Justice and Parliamentary Affairs (MOLJPA)
NGO	Non-governmental organization
NWFP	North West Frontier Province
O	Outstanding
PILDAT	Pakistani Institute of Legislative Development and Transparency
PM&EP	Performance monitoring and evaluation plan
PMU	Project Management Unit

RFP	Request for proposals
ROL	Rule of Law
SJP	Strengthening Justice with Pakistan
SECTION C.3	Statement of work
TA	Technical assistance
TOT	Training of Trainers
U	Unacceptable
USAID	United States Agency for International Development
USG	United States Government

C.1 PURPOSE

The United States Government (USG) through the United States Agency for International Development in Pakistan (USAID) Office of Democracy and Governance (DG) expects to support the strengthening of the Pakistani Justice Sector by establishing a new project entitled, “*Strengthening Justice with Pakistan*” (SJP).

The project’s outcomes will directly support USAID/Pakistan’s objective of *Strengthening the Judiciary to Achieve Progress in Judicial Efficiency, Transparency, Accessibility, Independence and Accountability.*” Accomplishing this objective will reduce citizen mistrust and apathy toward the judiciary and enable the judiciary to deliver justice more effectively. A project that supports the judiciary to achieve this objective will better protect the rights of individuals and private institutions. The judiciary’s ability to protect these rights and enforce the legal and regulatory environment in Pakistan will be key to enhancing a more open environment that attracts foreign investment and in so doing, increases the efficiency of the market system, enhances sustainable economic growth and increases the standards of living for Pakistanis.

C.2 BACKGROUND

Rule of law has emerged as a central challenge facing Pakistan’s democratic development – a key USG foreign policy priority. The confrontations between the judiciary and executive branches, popular support for the deposed judges and the February 2008 elections all highlight the demand for a strengthened judicial system. Overall, the public lacks confidence in the justice system which undermines Pakistan’s rule of law and contributes to rising violence, including crime, terrorism and human rights abuses. When people mistrust the justice system, the more likely they will look toward alternatives ranging from strict versions of Islamic law or taking the law into their own hands. Legal experts and the public regard Pakistan’s judicial system as weak, poorly administered, under-funded, insufficiently transparent, low in morale and burdened by exceedingly slow court proceedings.

When Assistant Secretary of State Richard Boucher appeared before Congress, he stated that “The United States must help the Pakistani people seize the opportunities that these successful elections now present.” Assistant Secretary Boucher pointed out that budget requests for the 2009 supplemental will fund democracy and governance programs, including programs that seek to strengthen the judiciary.

Furthermore, on October 26, 2008, USAID organized a roundtable for the USAID Acting Deputy Administrator with prominent civil society representatives in Pakistan. The representatives identified court access and the delivery of justice as one of the most critical issues that would help lead to peace and security. The Executive Director of the Pakistani Institute of Legislative Development and Transparency

(PILDAT) stated: “The lack of rule of law and rights has created a feeling that those with a gun can take over the Government of Pakistan.”

Three recent reports, also, strongly argue for such support.

- “The United States should encourage a reform program that maximizes judicial independence from both the presidency and the elected parliament. Corruption and the slow or incomplete provision of justice directly harm the Pakistani state by undermining the legitimacy of the government.” *Partnership for Progress: Advancing a New Strategy for Prosperity and Stability in Pakistan and the Region, Center for American Progress, November 2008.*
- “U.S. assistance should also focus on professionalizing the judicial system. The courts are overloaded, the judges are meagerly compensated and often corrupt, and the lawyers are poorly trained.” *A Report of the Pakistan Policy Working Group, September 2008, from a US independent, bipartisan group of American experts on US-Pakistan relations endorsed by Richard L. Armitage and Lee H. Hamilton.*
- “Pakistan’s return to civilian government after eight years of military rule and the sidelining of the military’s religious allies in the February 2008 elections offer an opportunity to restore the rule of law ... Ensuring judicial independence would also strengthen the transition to democracy at a time when it is being undermined by worsening violence.” *Reforming the Judiciary in Pakistan, International Crisis Group, Asia Report #160 – 16 October 2008.*

The USAID/Pakistan Mission Strategic Plan specifically defines “*Strengthening Democratic and Legal Institutions*” as a key goal. The need and demand for a significant rule of law project to assist Pakistani efforts was further borne out by an assessment undertaken by a team from the USAID Office of Democracy of Governance (USAID/DCHA/DG) and Management Systems International during the spring of 2008¹ and by further counterpart consultations conducted in December 2008. Key stakeholders overwhelmingly responded that such an intervention is welcome and needed. This includes support from the office of Pakistan’s Minister of Law, Justice and Parliamentary Affairs (MOLJPA); the Secretary of the Law and Justice Commission; High Court Judges and Registrars; and, members of Pakistan’s Bar.

While this will be a new project for USAID, a foundation exists on which to build. The Asian Development Bank/ Access to Justice Program (ADB/AJP) concluded a \$350 million project to upgrade the Pakistani judicial system during the summer of 2008. This loan-based program was the largest of its kind ever issued.

The bulk of the loan went for infrastructure upgrades and equipment purchases while approximately \$20 million was used for technical assistance. Another \$24 million established an endowment for small grant funding. The ADB/AJP effected policy change owing to its loan conditions, but progress on implementation of many of these policies remains unfulfilled.

The ADB/AJP, however, did create openings to move forward with the next stage of rule of law development. The SJP expects to build on the ADB/AJP efforts, benefit from the lessons learned and focus on implementation. Recognizing Pakistani political, legal and social complexities and ensuring sustainable impact will require a measured, flexible and demonstration-based approach that includes sequencing interventions, conducting periodic evaluations, and making adjustments as needed. The ADB/AJP Project Management Unit (PMU) under the MOLJPA reviewed the draft SJP statement of work published in the Request for Interest (December, 2008 in FedBizOpps) and prepared a matrix table (see Section J: Attachment A), that indicates how it sees the work it performed aligning with the SJP.

¹ This report is available at <http://www.usaid.gov/pk/governance/index.htm>

Lawyers Movement

Relations among the Bar, Bench and Executive have been strained owing to the contentious issue of the disposed judges. Many lawyers refused to argue cases in the Supreme Court or High Courts and they held frequent demonstrations. Annual judicial conferences were postponed. The matter now appears on its way to resolution. Nevertheless, this could impact the Contractor's ability to move forward expeditiously with some of the activities. This will require very close coordination and technical direction from USAID.

Judicial Court Structure

Pakistan's judicial system is divided into the Superior Courts, including the Supreme Court and the provincial High Courts, and the subordinate courts, including the District and Sessions courts, the civil and criminal courts, and specialized courts. Aside from the Supreme Court and the Federal Shari'at Court, the judicial system is divided amongst the four provinces, with each provincial High Court exercising oversight and administration of the subordinate judiciary in its province. Approximately 2,000 judges in Pakistan at all court levels, serve a population of roughly 160 million. An outline of the judicial structure is as follows:

Superior Courts

- ***Supreme Court:*** The Supreme Court, the apex court of Pakistan, consists of the Chief Justice of Pakistan and such other judges as may be determined by Act of Parliament. The court has limited original and extensive appellate jurisdiction. A special bench of the Supreme Court known as the Shari'at Appellate Bench hears appeals from the orders/judgments of the Federal Shari'at Court. The Supreme Court has important powers with regard to enforcement of fundamental rights. Judges of the Supreme Court hold office until the age of 65. The President appoints these judges in consultation with the Chief Justice of Pakistan.
- ***Federal Shari'at Court:*** This court consists of not more than eight judges including the Chief Justice. The Court has appellate and revisionary jurisdiction of *Hudood* cases. This court has jurisdiction to review laws to determine their compatibility with injunctions of Islam.
- ***High Court:*** Each of the four provinces in the country has one high court and each has a principal seat and one or more benches. The Lahore High Court has added benches at Rawalpindi, Multan and Bahawalpur. Recently a fifth High Court was established for Islamabad. High Courts have extensive appellate and substantial original jurisdiction. They have powers to issue orders in the nature of writs. High Courts are also entrusted with powers of superintendence and control over most subordinate courts.

Subordinate Courts

Courts of general jurisdiction deal with the main body of civil and criminal law in Pakistan. These courts have jurisdiction over all civil and criminal matters unless provided otherwise by legislative enactment. Courts of general jurisdiction are provincial in character.

- ***Civil courts:*** These courts have general civil jurisdiction and try all suits pertaining to torts, real property and declaration of rights. The Code of Civil Procedure 1908 regulates procedures in

these courts. Section 3 of the Civil Courts Ordinance provides for three classes of courts: Court of District Judge, Court of Additional District Judge and Court of the Civil Judge.

Each district has one district judge and a varying number of additional district judges and civil judges. The Courts of the District Judge and Additional District Judge have appellate jurisdiction over cases rising from the courts of a civil judge. Based on pecuniary jurisdiction, courts of civil judges are divided into three types – Courts of Civil Judge Class I, Courts of Civil Judge Class II and Courts of Civil Judge Class III. In every district one of the civil judges is known as the Senior Civil Judge. The Senior Civil Judge assigns cases amongst his colleagues.

- **Criminal courts:** These courts of general jurisdiction are established under the Code of Criminal Procedure, 1898. They can try all cases arising out of the Pakistan Penal Code. Criminal courts are of two types: Sessions Courts and Courts of Magistrates.

The Sessions Court in each district comprises one Sessions Judge charged with the administration of the court for that district and a varying number of Additional and Assistant Sessions Judges. Additional Sessions Judges have the same judicial powers as the Sessions Judge. Sessions Judges are invariably also District Judges and are known as District and Sessions Judges. The Sessions Court has appellate jurisdiction over the Courts of the Magistrates.

There are three types of Courts of Magistrates: Magistrate of the First Class, Magistrate of the Second Class and Magistrate of the Third Class. Magistrates do not always act as courts. In addition to the above noted types of magistrates, special judicial magistrates and Section 30 magistrates also exist. These magistrates belong to one of the three classes mentioned above but because of special powers are known as Special Judicial Magistrates or Section 30 magistrates.

Specialist Courts

Specialist courts deal with offenses relating to a particular subject and most, but not all, have both civil and criminal jurisdiction. Special courts are set up both by the federation and the provinces. In certain cases federal legislation establishes specialist courts with their finances provided by the provincial government. The following are important federal and provincial specialist courts, divided by statute of origin and not by provision of finances:

- **Federal specialist courts:** The important specialist courts/tribunals established by federal enactment include:
 1. *Banking Courts* established under the Financial Institutions (Recovery of Finances) Ordinance, 2001;
 2. *Special Courts for Banking Offences* established under the Offences in respect of Banks (Special Court) Ordinance, 1984;
 3. *Anti-terrorism Courts* established under the Anti-terrorism Act 1997, can be established by both the federal and provincial governments;
 4. *Accountability Courts* established under the National Accountability Bureau Ordinance, 1999;
 5. *Drug Courts* established under the Drugs Act, 1976, and the federal government is also authorized under this Act to direct a provincial Government to establish Drug Courts;
 6. *Special Courts for Emigration Offences* established under the Emigration Ordinance, 1979,
 7. *Labor Courts* established under the Industrial Relations Ordinance, 2002(s 33); Court of Special Judge (Customs) established under section 185 of the Customs Act, 1969; and,
 8. *Income Tax Appellate Tribunal* established under the Income Tax Ordinance, 2001 (s 130).

- **Provincial specialist courts:** The following is an illustrative list of the specialist courts established in Punjab Province:
 1. *Revenue Courts* established under the Punjab Tenancy Act, 1887 (s 77);
 2. *Consumer Courts* established under the Punjab Consumer Protection Act, 2005;
 3. *Rent Courts* established under the Punjab Rented premises Act, 2007; and,
 4. *Family Courts* established under the Family Courts Act, 1964(s 3).

C.3 STATEMENT OF WORK

The objective of USAID's SJP is to *Strengthen the Judiciary to Achieve Progress in Judicial Efficiency, Transparency, Accessibility, Independence and Accountability*. Accomplishing this objective will help break the cycle of citizen mistrust and apathy toward the judiciary and assist the judiciary to better deliver justice. This will entail making measurable progress that the public can readily see in reducing case delay; making courts more transparent, accessible and user-friendly; and, enhancing the independence, accountability and professionalism of judges and court personnel, while also addressing structural challenges to ensure sustainable impact.

The five sub-objectives – efficiency, transparency, accessibility, independence and accountability – are all inextricably linked. A judiciary that achieves progress toward these objectives will better protect the rights of individuals and private institutions and enforce the legal and regulatory environment in Pakistan. This is a major key in the process to enhance sustainable economic growth, increase the standards of living for Pakistanis, facilitate Pakistan's ability to provide a more open environment that attracts foreign investment and in so doing, increases the efficiency of the market system.

While a plethora of international judicial best practices exist, the situation and opportunities in Pakistan call for unique, country specific approaches for reform initiatives. The components and activities must be designed with programmatic and financial sustainability in mind. This will ensure that the judiciary, over the medium to long term, can sustain, replicate and institutionalize the mechanisms, processes and products developed with SJP assistance. Toward this end, enhancing the capacity of the judiciary to monitor and manage its operations, including the collection of accurate data and using this data to manage ongoing improvements, constitutes a key element of the project.

A challenge in examining judicial issues in Pakistan is that at one level the judiciary looks pretty good, especially at the level of the Supreme Court and High Courts. Many improved processes, procedures and institutions appear to be in place. But in looking at the subordinate level courts, implementation issues become more apparent.

The SJP will fulfill its primary objective and five sub-objectives through the following five main components.

- **Component 1: Crosscutting Initiatives**
There are several cross-cutting activities, identified below that effect all the objectives and components; in particular, component 2.
- **Component 2: Strengthening the Judiciary**
This component will support institutional strengthening with the judiciary.
- **Component 3: Building Capacity through Legal Training and Enhanced Professionalism**
This component will support pre-service and in-service judicial and legal training.

- **Component 4: Policy and Legal Reform**

This component will provide the basis for establishing a stakeholder dialogue for ongoing consultations to address judicial policy and legal reforms.

- **Component 5: Flexible Targeted Assistance**

This component will include creative and flexible mechanisms such as a small grants program and a special initiative fund to address the unique challenges found in Pakistan, a USG critical priority country (CPC)..

Component 1: Crosscutting Initiatives

There are several cross-cutting activities, identified below, that effect all the objectives and components, in particular, component 2.

*Activity 1.1: Demonstration Districts:*² Demonstration projects at the civil and district court level will: (1) ground-test the implementation of judicial strengthening initiatives, (2) ensure buy-in from judges and court staff, (3) determine customer satisfaction, and (4) enable ongoing assessment and improvement. Improved collection and analysis of data by the judiciary with SJP support, will show the results of these initiatives, and enable periodic evaluation and adjustments as the process moves forward. The objective of working in the Demonstration Districts will be to pilot and refine measures to address all of the objectives of the SJP, in order to inform judicial policy and enable the judiciary to roll out successful initiatives at the provincial and national levels.

While the SJP seeks to foster vertical court integration with assistance to courts at different levels, this support needs to focus on strengthening the capacity of the subordinate judiciary. The public most frequently comes into contact with the judiciary at this level with the lower courts handling 75 to 80 percent of all cases.

The North West Frontier Province (NWFP) and Punjab (in particular, districts in southern Punjab) and Sindh are areas of USG foreign policy priority. While these areas have experienced violence and/or extremism, demand exists for such assistance and receptivity to working with USAID. The ADB/AJP achieved some notable success in the NWFP, on which the SJP can build. Moreover, NWFP and Punjab afford a good contrast in population size; thus testing the viability of the reforms introduced in NWFP in a province with a large population. Therefore, NWFP and Punjab are the priority provinces for the SJP, however it is anticipated that the SJP will work in districts in Sindh in later years of the SJP.

Within each province, demonstration districts shall be selected by the Contractor in consultation with the High Court of that province. General criteria for district selection include:

- A minimum level of capacity to absorb and implement the assistance provided
- Other DG or other USAID projects in the district
- Complementary donor activities in the district
- Supportive counterpart organization(s) in the district
- USG foreign policy priorities
- Security concern

² The results identified under the various components apply in the demonstration districts unless stated otherwise.

Additional rule of law selection criteria shall be developed by the Contractor. To the extent possible, the Contractor shall use stratified randomized selection in selecting the demonstration districts and control districts to facilitate impact evaluation.

The Contractor shall:

- Work in demonstration district in two provinces, NWFP and Punjab (in particular, districts in southern Punjab) initially. It is anticipated that the SJP will work in demonstration districts in Sindh (in particular northern Sindh) in later years of the SJP.
- Open offices in Islamabad and in each of the two provinces in which the SJP operates initially..
- In consultation with the High Courts in the selected provinces, and using the selection criteria outlined above in addition to other rule of law specific criteria developed by the Contractor, recommend to USAID at least twenty “demonstration” districts across the two provinces. USAID, in partnership with the High Court, will review and approve the list of recommended demonstration districts.
- Directly support courts in demonstration districts to achieve the results specified in Component 2. This support shall be in close cooperation with the High Court of each province, which manages the affairs of all the subordinate courts in their provincial jurisdiction. Commence work in at least two districts within 90 days of the contract execution.
- Within each district, select ten to fifteen civil judges, magistrates and additional district and sessions judges to serve as “demonstration judges” to adopt and implement targeted improvements in management, administration, public outreach and judicial policy that will contribute to achieving the results specified herein. Demonstration judges shall be selected, in close coordination with the High Court Justices and District and Sessions Judges, based on their prior performance, previous experience in judicial reform efforts, and their willingness to adopt new approaches and ideas. Three fourths of these judges will be first instance judges with at least one being a family court judge. The number of demonstration judges shall be expanded during the second and third years of the project in order to roll out the reforms to all judges in each court demonstration district within the first three years of the contract.

Activity 1.2: Entry, exit and roll out strategy to working in demonstration districts: Not all the SJP components and activities need to be implemented immediately in a demonstration district. Different districts and the courts within these districts have different levels of development and performance and this will bear on which reforms they undertake and their pace. This will entail a mix of interventions of varying degrees of difficulty to enable a court to immediately make progress and not become discouraged. Successful interventions will be expanded throughout each province through the development of judicial policy in each province that incorporates the most successful initiatives.

The Contractor shall:

- Pursue a phased approach to entering the districts to work with courts and identify those interventions that are most critical, feasible and cost effective. It is important not to overwhelm a court with a laundry list of reform initiatives.
- Develop a set of best Pakistani judicial practices informed by international best practice and success in Pakistan for replication throughout the country, while at the same time addressing some courts’ particular problems. The Contractor shall produce a manual of judicial best practices for Pakistan that captures best practices for achieving all of the objectives and results under Component 2. The Contractor shall update this manual periodically to reflect successful initiatives developed through the SJP, or through other initiatives in Pakistan.
- Develop criteria/indicators to measure court progress and to determine when a court is ready to graduate from USAID assistance. The Contractor shall assist the demonstration courts in each targeted district to develop an operational template based on these criteria/indicators to enable

these courts to systematically conduct self-evaluation of their operations – such as assessing on-going needs, identifying duplication of efforts, determining areas that can be strengthened through personnel assignments, changing space design and the general effectiveness of their operations.

- Assist the judiciary in each of the provinces in which the SJP works to roll out successful initiatives and interventions, by developing appropriate policies for each provincial High Court and assisting the High Court to implement these policies throughout the province.

Activity 1.3: Incentive support: In addition to technical assistance and training, the Contractor will provide the demonstration district courts with some material support necessary to address particular problems impeding the implementation of the reforms. This will include equipment/commodities purchases and/or minor court house renovations/rehabilitations. Any request and provision of commodities/equipment and/or renovation/ rehabilitation must be based on a clear plan developed by a demonstration district court that contributes to the SJP's objectives and includes sustainability measures and a cost-sharing contribution. Incentive support should also be coordinated with contributions by the Access to Justice Development Fund (AJDF) established by the GOP in partnership with the Asian Development Bank's Access to Justice Program (ADB/AJP) which provides funds to courts for equipment, renovation and upgrades, to support the judiciary's own capacity to support judicial upgrades.

The Contractor shall:

- Develop a set of procedures and criteria for the formulation of requests by the demonstration districts of commodity, equipment and rehabilitation support based on clear criteria. These criteria must include the development of a clear plan by the demonstration district to use this support to achieve the objectives of the SJP, as well as a cost-sharing contribution. In addition, to ensure synergies with the AJDF, the value of any provision for equipment, renovation or other upgrades provided in a single year to a court should not exceed the amount of single grants provided by the AJDF without prior approval from the COTR.
- Provide equipment, commodities and/or minor rehabilitation according to the procedures developed for formulation and approving requests. In the event of a substantial court rehabilitation request that goes beyond minor renovation, the request must be submitted to the COTR for review and approval. USAID has a project – Community Rehabilitation, Infrastructure Support Program (CRISP), that supports major construction/renovation initiatives in its projects. However, all funding for courthouse renovation will come out of the SJP budget.

Activity 1.4: Gender Strategy: The Ministry of Law, Justice and Parliamentary Affairs issued a guiding policy on affirmative opportunity for women judges. Courts have adopted and implemented this policy so as to reduce barriers and encourage women to enter the judiciary. While the number of women judges has doubled in recent years, the total percent of women judges remains around ten percent.

Rule of law gender strategies often incorporate a three pronged approach of legal/policy changes, capacity building and support for civil society initiatives. More specifically the gender strategy should address:

- Affirmative opportunities for women in the legal profession and the judiciary.
- Sensitization of judges and court staff to religious, sectarian and gender discrimination.
- Laws and policies adversely impacting women and vulnerable groups. For instance, family law cases.
- Obstacles for women to access the justice system or receive a fair judgment.
- The number and percent of women lawyers and judges (identified by court level).

The Contractor shall:

- Prepare a gender strategy that addresses how the SJP will support enhanced opportunities for women within the legal and judicial profession, and increased access to fair, efficient and quality justice for women. The gender strategy should include all of the elements laid out above, as well as specific interventions that fall under specific activities and components of the SJP, and measurable indicators of success in achieving its objectives.
- Track the integration of substantial women's participation into all SJP activities and include this tracking in the quarterly reports.

Activity 1.5: Donor coordination and other USG assistance: The SJP will create greater balance in the Mission's Democracy and Governance (DG) portfolio. The DG Office has major projects with the legislative branch of government through our Legislative Strengthening project, and with the Executive branch, at the provincial and municipal levels, through our Local Governance project. Transparency International also has crosscutting activities. Work with the judicial branch will complement these projects. Furthermore, USAID intends to partner with the International Judicial Relations Committee of the U.S. Federal Judiciary to identify U.S. Federal Judges for short-term assignments that support the SJP. All contacts between the Contractor and the U.S. Federal Judiciary require prior COTR approval. The USAID Economic Growth Office is designing several new projects and possible synergies could arise as these projects are launched.

The various US agencies involved in law enforcement related issues have formed the US Embassy Law Enforcement Working Group. The assistance provided by the U.S. State Department International Narcotics and Law Enforcement Bureau (INL) and the U.S. Department of Justice (DOJ) will be of most relevance to USAID's assistance. INL and DOJ assistance will work to build prosecutors professional capacity and advocacy skill level, enhance police-prosecutor cooperation, prosecutorial ethics, and management of the prosecutorial function. This assistance will build on the ADB/AJP conditions, which required that Pakistan create an independent prosecution service at the provincial level. In this regard, Punjab is the only province that has put significant effort into developing prosecutor capacity.

Rule of law projects that fail to take a comprehensive approach and work with all justice sector stakeholders are unlikely to achieve optimum results. But it is beyond USAID's and the SJP's manageable interest to work with all the stakeholders to address every problem in Pakistan's justice sector. Therefore, the SJP will work where USAID has a comparative advantage over other donors and on those components and activities identified in this contract as the most critical. USAID places great importance on maximizing the linkages among rule of law donors and their Contractors. Such synergy and cooperation will leverage resources and produce greater impact. USAID will coordinate closely with other donors to ensure all justice system sectors are covered and to avoid duplication of assistance. USAID has organized several rule of law donor meetings and expects the coordination to ramp-up. A brief summary of donor rule of law related projects is provided below.

European Commission (EC): Based on its identification project report, the EC is contemplating numerous initiatives. An EC project likely will address access to justice issues and work on the demand side of judicial reform. The proposed EC project may go forward in late 2009.

United Nations Development Program (UNDP): Supports a project to improve the responsiveness of traditional dispute resolution mechanisms, in particular as concerns gender issues.

United Kingdom Department for International Development (DFID): Provides assistance for police reform and activities related to domestic violence. DFID intends to allocate funds, via UNDP, to strengthen public/private initiatives in the area of human rights awareness for women.

Canadian International Development Agency (CIDA): Supports the Federal Judicial Academy.

Norwegian Agency for International Cooperation: Works on human rights issues.

Swedish International Development Cooperation Agency: Works on human rights issues and has provided assistance to the Pakistani NGO, Shirkat Ga, to train paralegals and offer legal services for women.

Asian Development Bank (ADB): ADB's activities have been previously discussed in the background section. Contractors will find the plethora of ADB/AJP reports useful background information on judicial reform in Pakistan. (See Section J Attachment X)

The Contractor shall:

- Host donor ROL meetings at its office, prepare material for the meetings and serve as rapporteur for the meetings. This will entail taking minutes of the meetings and circulating them to the participants and developing and maintaining a matrix table of the various donor initiatives.
- Facilitate visits and ongoing dialogue between Pakistani and U.S. Federal Judges through the International Judicial Relations Committee based on prior approval by the COTR.
- Complement other donors' ROL assistance and avoid duplicating assistance. In particular, areas such as ADR and working on the demand side of judicial reform will require close coordination.
- Map out other USG activities in the areas where the SJP works and seek synergies as appropriate.

Activity 1.6: Baseline and Follow-On Analyses: Baseline analyses conducted at the start of the SJP will clarify the current state of affairs in the judiciary, facilitate monitoring and evaluation for the project, and enable the Pakistani judiciary itself to measure performance and use this measurement as a management tool to improve performance. Various analyses conducted before implementation begins will serve as the baseline for all future programs, while follow-on analyses conducted periodically will measure progress. In particular, the baseline and follow-on assessments will set the baseline for all of the results specified in this contract, and serve as the basis for all targets established in the Performance Monitoring and Evaluation Plan (PMEP). The analyses shall include existing administrative data currently available from the judiciary, as well as qualitative and quantitative data that is not currently collected by the judiciary, either through comprehensive data gathering or sampling techniques. The analyses shall also include perception and knowledge surveys of judicial stakeholders and citizens. Data shall be gathered for demonstration districts and control districts, as well as at a national level. Especially in conducting follow-on outcome analyses, the Contractor shall work closely with Pakistani judicial authorities to build their capacity to collect the data on their own.

The Contractor Shall:

- Conduct baseline analyses at the start of the SJP that establishes a baseline for all of the results required in this contract, as well as additional indicators developed by the Contractor for measuring progress toward the objectives of the SJP. Data collected shall include administrative data collected in the courts, additional qualitative and quantitative data measuring court performance, and surveys. The baseline data collected through these analyses shall be incorporated into the Performance Monitoring and Evaluation Plan submitted to the COTR.
- Conduct annual outcome surveys, and collect data on all of the results required in this contract and additional measures in the Contractor's PMEP, using all of the techniques used for the baseline data collection and others as appropriate. Presentation and analysis of this data shall be included in the annual reports.
- Assist the Pakistani judicial authorities, including the Provincial High Courts, the National Judicial Policymaking Committee and/or the Law and Justice Commission, to collect and analyze

data that can be used to measure their performance. The Contractor shall involve these authorities in conducting their annual surveys, data collection and analysis in order to build their capacity to collect and analyze the same data without assistance.

Results for Component 1: Crosscutting Initiatives

- Courts in at least twenty demonstration districts undertake innovative, but often difficult and complex reforms.
- Courts in at least twenty demonstration districts have new furniture, equipment and/or infrastructure rehabilitation as needed.
- A draft gender strategy submitted, implemented and tracked in quarterly reports. USAID and the Contractor will discuss the gender strategy at the USAID/Contractor team planning meeting during the first month of the contract.
- The rule of law donor community in Pakistan is better informed as to the various rule of law donor projects.
- Enhanced capacity of judicial authorities to collect and analyze data on judicial performance,

Component 2: Strengthening the Judiciary

Component 2 will contribute support to the judiciary in order for the Pakistani court system to achieve the five sub-objectives of the project: efficiency, transparency, accessibility, independence and accountability. The five sub-objectives have several activities that the Contractor shall implement, track and report on during the life of the project. This entails providing hands-on, detailed work with individual courts in “demonstration districts” (see Component 1 above for selection of demonstration districts) to design and implement initiatives aimed at achieving each of the Objectives within this component. Once specific initiatives have been tested, refined and adopted in the demonstration districts, they will serve as the basis for provincial and national policy to be rolled out to other districts throughout the province and country. The Contractor shall work closely with provincial and national-level judicial institutions including the Supreme Court, the relevant High Courts and the National Judicial Policymaking Committee, to ensure buy-in and leadership for reform initiatives at the district court level, to implement initiatives that go beyond individual courts (especially for Judicial Independence and Accountability), and to ensure that successful initiatives are rolled out throughout each province.

Objective 1: Case Delay Reduced and Court Efficiency Enhanced

The SJP will initially focus on reducing case delay – a top project priority. Extremely high case delay limits access to justice and damages the public perception of the courts. The public views the courts as delaying rather than resolving a crime or dispute. Delays in the lower courts are especially pronounced. Service of process in these courts poses a particular problem.

Activity 2.1.1: Implement systematic programs for case delay reduction: Numerous techniques exist to address case backlog/delay and many of these are situational specific. But successful initiatives often entail establishing a working group to assess court procedures, identifying areas of delay, prioritizing those that are of the greatest concern, targeting particular types of cases, formulating implementation plans and procedures and addressing each area of delay as well as developing a means or reporting system for measuring the impact of each new procedure. Significant gains were achieved in reducing delay and backlog during the pilot phase of the ADB/AJP project in Karachi, Lahore and Peshawar in 2001-2002. The High Court of Peshawar has continued to make progress in this area. Key elements included setting clear performance standards and measuring performance, creating incentives for improved performance, holding periodic workshops and training sessions for judges, involvement of administrative and support staff, active support of the judicial leadership in the District and High Courts, and cooperation of the Bar.

In addition, the Minister of Law, Justice and Parliamentary Affairs has proposed reducing delay through such targeted measures as night courts and fast-track courts.

The Contractor shall:

- Identify innovative and workable case backlog/delay reduction initiatives that are appropriate for district courts in Pakistan's provinces, to achieve short-term and sustainable impact in reducing delay. These initiatives must build on the lessons learned from the ADB/AJP experience, and address why many initial improvements were not sustained.
- Support targeted initiatives in the demonstration districts and assess their impact for broader applicability, provided they do not increase the case burden for existing judges.
- Track case delay and case backlog in demonstration districts, paying particular attention to habeas corpus cases and the length of pre-trial and under-trial detention.³ The performance monitoring and evaluation plan (PMEP) shall include reporting on the disposition of habeas corpus cases, the length of pre-trial and under-trial detention and the number of persons unaccounted for in detention.

Activity 2.1.2: Introduce professional court administration: Most judicial administrative functions are currently performed by judges, either assigned as court registrars or in their capacities as sitting judges. This practice takes significant time and effort and detracts from the judges' primary function – adjudicating cases. Judges are not trained in management or administration; thus, they do not perform these functions as efficiently as possible. Effective court management requires recognition of the roles that others besides judges should play in court operations. Many common- and civil law countries have undertaken this transition. It begins with judges acknowledging the complementary role of administrators.

The Contractor shall:

- Introduce the concept of professional court administrators playing a role complementary to judges.
- Assist the demonstration districts to test the feasibility of professional court administrators in the Pakistani context. Illustrative assistance could include identifying appropriate qualifications, recruiting and hiring procedures, training and establishing rules and procedures for professional court administrators.

Activity 2.1.3: Facilitate alternative dispute resolution (ADR): Courts in many countries have found ADR a useful tool in reducing case loads, provided that it does not add to the burden of the judges. In Pakistan, several informal and formal mechanisms exist, ranging from the traditional jirgas and panchayats and local government-sponsored *Musaliat Anjuman* and *Musaliat Jirga*, to commercial dispute resolution services provided by private firms or organizations. One lesson learned from previous donor ADR assistance is that any successful ADR initiative must be demand driven; just working on the supply side and providing training alone will not prove effective. Given the interest of other donors in supporting ADR, USAID does not intend to launch a major ADR initiative and will limit its assistance as described below.

The Contractor shall:

- Facilitate the use of existing ADR systems by training/orienting judges to better understand and feel comfortable with ADR, and training judges in proper oversight of ADR (this task may overlap with tasks under Component 3).

³ The National Assembly amended the Criminal Procedure Code in 2002 to expedite such cases and the changes did produce some improvement.

- Provide assistance to revise and implement rules in the High Court and/or district and sessions courts for referral of cases to ADR and recognition of ADR decisions by the courts. This does not mean that judges will conduct ADR, but rather that they understand ADR and feel comfortable with a court annexed mediation program or similar ADR initiatives, and that the court has appropriate rules in place for oversight of ADR.
- Support targeted ADR programs (illustrative examples include land, commercial or family law cases) if a target of opportunity arises where a particular form of ADR would positively impact a court in a demonstration district and another donor is not supporting a similar intervention. Such initiatives would likely entail working with non-governmental organizations with funding from the small grant fund (see Component 5).

Activity 2.1.4: Reduce case backlog of land cases: In many courts, especially in Punjab and Sindh, land related cases can constitute 60-80 percent of court case loads by some estimates. The most common issue before the courts usually involves land partition as part of an inheritance. Land cases represent a major problem for the judicial system, but the resolution of this problem proves vexing since it involves a plethora of parties outside the judicial system and requires a comprehensive approach to address land registration and land reform issues. The World Bank works with the Punjab Provincial Government on digitizing its land records. The ADB worked with the Sindh Provincial Government to develop a plan for land registration reform. Any activities addressing land issues will require close coordination with other donors and their implementing partners so as to leverage resources.

The Contractor shall:

- Support discreet interventions targeted at the judiciary that could help reduce the court caseload of land cases. Illustrative initiatives could include ADR for land dispute or reform of inheritance law. Creative approaches and innovative thinking are needed. Some portion of the special initiatives fund (see component 5) could support such interventions.

Activity 2.1.5: Implement Electronic Court Information Systems (ECIS): Such a system can serve as an important facet of court administration. Enhanced information technology (IT) enables the courts to better and more quickly serve the public, to reduce opportunities for corruption, and to better collect data and monitor performance. The distribution and maintenance of electronic data within courts, between courts and other stakeholders improves the transparency of judicial administration and increases the speed and ease of access to case and court information. Automated systems, however, must be based upon sound and effective procedures with effective oversight and sufficient capacity for ongoing IT support and maintenance.

The ADB/AJP had a substantial ECIS component that included providing computers to the subordinate and superior courts, designing and implementing new websites, and completing feasibility studies, system analysis and network plans for the launch of case management software. Due to delays in implementation and weak IT capacity within the courts, case management software was never fully implemented, although applications do exist at the High Court level for automated case tracking.

The Contractor shall:

- Examine and submit a report on the current state of ECIS with respect to: networking, case tracking and management, website support, possible refinements, ability to address chokepoints in the judicial system, compatibility with other systems and other needed features to determine the feasibility of automation, particularly for the subordinate judiciary. The report will review the ADB/AJP ECIS experience, the feasibility of further automation in targeted provinces and demonstration districts, and make recommendations for implementation of a system. If there are courts using other software systems, the report will evaluate these systems. The report shall

address sustainability issues, the institutional capacity of judiciary IT departments to maintain and improve the system, and recommendations for capacity building. In addition to IT technical considerations, the report shall address: (1) the political will of judicial counterparts to expeditiously implement the reforms supported by the SJP, and (2) unanimity among the appropriate stakeholders in the executive and judicial branches as to the ECIS to implement.

- Implement ECIS recommendations, contingent on prior COTR approval. Any implementation of ECIS shall include a cost-share from the government, with demonstration districts receiving priority assistance.

Results for Component 2, Objective 1: Case Delay Reduced and Enhanced Court Efficiency:

- Increased use of automated case information (tracking and management) systems.
- In demonstration districts court case backlog reduced, including:
 - Dispositions to total cases (new filings plus pendencies) increased by 30 percent.
 - Number of cases three years or older decreased by 75 percent.
- Average time from filing to disposition reduced for criminal and civil cases in demonstration districts.
- Decreased number and duration of case adjournments.

Objective 2: More Transparent and Publicly Oriented Courts

Transparency is crucial for reducing improper influences and fostering public trust and confidence. Corruption and/or the perception of corruption weakens confidence in the judiciary. The judiciary's lack of transparency compounds the problem. Corruption and lack of transparency foster public cynicism. The more the public knows, the more the public can communicate with its judicial servants and eventually come to trust them.

Reform proponents may face significant resistance within and outside the judiciary. Maintaining the support of practitioners, politicians and the public will prove challenging since the expected changes may not readily appear for some time. Thus, the need to launch public awareness campaigns and for the judiciary to adopt a variety of transparency initiatives. The public awareness/confidence surveys and any evaluations and reports produced by the SJP will need publicizing so as to maintain momentum for reform and encourage replication to other courts.

Judicial reform success stories need publicizing so as to overcome the public's mistrust, build confidence in the justice system and discourage conspiracy theories. Concrete achievements, such as the case delay reduction previously achieved in NWFP under the ADB/AJP, need publicizing. Publicizing the successes of the SJP will produce long-term benefits by increasing public trust and confidence and facilitate the judiciary's ability to justify increased resources.

Activities aimed at achieving this sub-objective will be conducted through assistance to the courts in demonstration districts, as well as through cooperation with the Provincial High Courts and the National Judicial Policymaking Committee. To achieve the results of this sub-objective, the following activities are necessary.

Activity 2.2.1: Prepare and publish annual reports: The High Courts began publishing annual reports in 2001, and the Law and Justice Commission publishes its own report. At this time, a shortage of funds has prevented some High Courts from publishing these reports. Moreover, report quality varies, with inconsistencies in the types of statistics collected and published by the courts.

The Contractor shall:

- Assist the High Courts and the Law and Justice Commission Secretariat to improve the quality of the annual reports. Illustrative assistance could entail the annual reports providing more analysis of judicial performance and recommending concrete actionable changes for improved performance, rather than simply reporting data.
- Provide financial assistance for publishing the reports on a cost-sharing basis with the USAID's contribution decreasing each year.

Activity 2.2.2: Publish judicial decisions: While judicial decisions are suppose to be published, outside of the Supreme Court and High Courts, few courts do. Judges retain considerable discretion in deciding whether or not to publish decisions. Limiting such discretion and clarifying the rules governing publication will enhance the transparency of decision-making, reduce opportunities for corruption and raise the stature of subordinate court judges, while also raising the stakes for producing well written and fair decisions.

The Contractor shall:

- Assist the subordinate courts in demonstration districts to publish the decisions of all their judges.

Activity 2.2.3: Random case assignment: The appearance of improper influence or favoritism can prove as damaging to a court's reputation as if actual ethical or corrupt actions occurred. By adopting a policy of random case assignment subject to clear guidelines and publicizing this policy, courts can limit opportunities for influence and raise public confidence. Such a requirement would limit the discretion of senior judges to assign cases to specific judges. There are numerous methods to institute a random case assignment system, including computer assignments, random number generation, and manual random assignment – in essence drawing lots, numerical succession and special rotations. Many Pakistani courts already use random case assignment; much can be learned from their practices.

The Contractor shall:

- Assist the judiciary to determine the appropriate random case assignment system in the Pakistani context and pilot the system in court demonstration districts.

Activity 2.2.4: Expand and improve court web sites: The High Courts and the Supreme Court maintain their own web sites, but the extent to which these web sites are updated and present information to the public varies. Court web sites can serve as a useful tool for informing the public and enhancing transparency of court operations. The websites could include such basic current information as location and contact points, biographies, organizational structure, pictures, case lists, court calendar, new court practices, employment vacancies and links to other relevant organizations. In time, the web sites could add such information as court profiles, annual reports and court case decisions.

The Contractor shall:

- Assist the courts in the demonstration districts to develop and/or update and expand their websites, including developing a model template for the websites. Assistance may also be provided to High Courts to update their websites.

Activity 2.2.5: Improve outreach and partnership with citizens and the media to expand public awareness of the justice system and reform initiatives: During the life of the project, numerous opportunities will arise to inform the public about USAID assistance for judicial reform; but the purpose of this is not just to publicize USAID assistance. The judicial reform story needs telling so as to increase public confidence. Public outreach messages need to focus on reforms in the courts, the basic work of the courts and the use of specific mechanisms of judicial administration by common people. Channels for sending these

messages can be both informational and participatory. The media strategy needs to communicate and reinforce the notion that citizens have a legitimate interest in the judicial system. But the campaign cannot raise unreasonable expectations or oversell the judiciary, so that the campaign is perceived as a cover-up/whitewash for corruption or incompetence. A key to expanding public awareness is to strengthen the relationship between the judiciary and the media. Each party must have information about one another's expectations and responsibilities. Media need to appreciate that judges cannot discuss their cases in the press and the importance of maintaining a proper sense of decorum in the courts. Court staff need to provide media with whatever factual information they can, explain court processes and procedures and be sensitive to the deadlines under which the media operate.

The Contractor shall:

- Prepare and implement a media strategy by: (a) convening focus groups to test outreach/communications initiatives and to monitor their effectiveness; (b) identifying targeted audiences and preferred media, frequency and users; (c) determining how to best use the internet, e.g. websites, list serves and/or chat-rooms; (d) supporting media initiatives aimed at improving public knowledge of the judiciary and rule of law, such as launching a show on the judiciary, making public service announcements or partnering with local organizations, community groups or media outlets. A key element will be to publicize success stories with a human dimension relating to the judiciary and the SJP's positive impacts. Creative and innovative interventions are needed.
- Support events, trips to demonstration districts, and other opportunities for media and non-governmental organizations to highlight targeted issues and announce important developments, impacts and initiatives in order for the press to report on pending reforms and raise public awareness and support for reforms.
- Support training opportunities for journalists, especially in the demonstration districts, to increase their ability to report accurately and constructively on the judicial system and for the courts to conduct successful outreach to the media with constructive interaction between them.
- Provide technical assistance and training to judges and court staff to develop on and off camera interview and presentation skills.

Results for Component 2, Objective 2: More Transparent and Publicly Oriented Courts:

- Increased awareness of the public of judicial operations and judicial reform successes. (*based on baseline survey data collected by the Contractor under Component 1*).
- Increased percentage of citizens who believe they will receive fair treatment if they file or respond to a complaint with the court system (*based on baseline survey data collected by the Contractor under Component 1*).
- Increased public outreach by courts.
- Increased number of media stories, articles and/or broadcasts covering the judiciary.
- Random case assignment procedures adopted and implemented.
- Case lists and calendars published and publicly accessible.
- Judicial decisions of all judges published and publicly accessible (with very narrow exceptions).

Objective 3: More Accessible Courts and Judicial Operations

Initiatives to facilitate court accessibility can take many forms. For instance, a proposed European Commission (EC) project seeks to improve the reach and quality of the services responsible for providing justice at the community level. Accessibility activities should complement the EC project with targeted support to non-governmental initiatives through the SJP small grant fund (see Component 5). The SJP's accessibility interventions will seek to establish partnerships between the judiciary and other judicial stakeholders to reduce barriers to access and to provide information to court users.

Activity 2.3.1: Identify and address obstacles to using the courts: Numerous reasons could explain why citizens feel inhibited from using the courts, such as perceptions of corruption and delay, physical distance, poor customer service, language barriers, high cost, lack of knowledge or intimidation. The reasons may vary among men and women, income groups and rural/urban populations. These obstacles may leave citizens more vulnerable to abuse if they cannot access a legal recourse.

The Contractor shall:

- Examine and prepare a report on barriers to court accessibility and recommend how they can be removed and the courts made more accessible. This will entail gathering accurate data through the surveys conducted during the SJP's start-up phase (see Component 1, Activity 1.6) so as to provide a clearer picture of why potential litigants – in particular, historically marginalized sectors of the population – are inhibited from using the courts.
- Based on this report, assist the demonstration districts to overcome these obstacles, focusing on the design, management and administration of the courts. Illustrative initiatives could include improving waiting areas, setting up waiting facilities for women, posting information about how to use the courts, etc. These initiatives should be designed with a focus on poor and vulnerable groups, while also addressing obstacles for commercial and other litigants.

Activity 2.3.2: Strengthen Citizen-Court Liaison Committees (CCLCs): Laws now provide for CCLCs and some District and High Courts have introduced such committees. The committees, however, do not always function effectively. By developing joint strategies for resolving key challenges, these committees have the potential to help the courts address citizens' concerns and grievances regarding the courts; strengthen accountability and service delivery; increase public confidence and trust; and enhance communication between citizens, attorneys and the courts. The CCLCs afford a forum to solicit input from the public and for the court to communicate information and raise awareness about court operations, legal operations and available legal or ADR services. Widely publicizing the functions and potential of these committees should generate demand and support for their establishment. Appropriate member selection ensure their relevance and effectiveness. Each CCLC should have a written, time-bound and budgeted action plan that takes into account the unique circumstances in a particular community. The plan should be an ongoing, permanent feature of a court's work with sufficient flexibility to adapt to new developments and lessons learned.

The Contractor shall:

- Help facilitate the establishment and/or activation of CCLCs in the demonstration districts, enhance their relevance within the community, and provide technical assistance for developing and implementing action plans. Encourage partnerships with non-governmental organizations and community groups whenever possible, including the use of the small grant fund (see Component 5) to support the role of these groups in carrying out initiatives.

Activity 2.3.3: Strengthen Bench-Bar Liaison Committees (BBLCs): The BBLCs provide a mechanism through which judges and members of the Bar can discuss common issues and problems and develop flexible mechanisms to solve them. BBLCs should meet regularly and have a planned agenda and recorded minutes. The most pressing issue concerns case backlog/delay, for which the BBLCs could serve as a forum for ensuring that lawyers and judges play constructive roles in reducing case delay. Other possible initiatives might include legal assistance for the indigent, impact and implementation of new laws, joint training or continuing legal education initiatives, public outreach efforts, or joint initiatives to finance and improve the work of the Court and Bar.

The Contractor shall:

- Support the establishment of the BBLCs in the demonstration districts, and provide technical assistance for developing and implementing action plans. Case management techniques to reduce delay and ensure the cooperation of lawyers must receive particular attention.

Activity 2.3.4: Support information centers (kiosks): These centers located within the district courts could provide basic information about the court and how to access it, case lists, calendars and directions for how to reach the courts, and information about specific cases. The kiosks can also direct people to existing legal aid and ADR mechanisms in coordination with the CCLCs, and collect grievances from the public about the courts. While the kiosks will likely be staffed by court employees, they could be staffed by members of the CCLCs to ensure citizen-court cooperation or law students. The kiosks afford a mechanism to make a court more accessible and user-friendly. While kiosks were established in some courts through ADB/AJP, their presence and effectiveness are inconsistent.

The Contractor shall:

- Support the establishment, activation or enhancement of the information kiosks within courts through technical assistance and possibly limited rehabilitation.
- Provide customer service training for people working in the kiosks.
- Implement other customer friendly initiatives, such as: way-finding, citizen's guides, wall posters, brochures in paper and laminated form, posted court calendars and standardized forms with instructions.

Results for Component 2, Objective 3: More Accessible Courts and Judicial Operations in Demonstration Districts:

- Increased percentage of vulnerable groups, female, low-income and first-time litigants.
- Increased percentage of court users and general public who perceive that courts are accessible and user-friendly (*based on baseline survey data collected by the Contractor under Component 1*).
- Citizen-Court Liaison Committees and Bench-Bar Liaison Committees have put in place and implemented action plans.
- Key obstacles to court access reduced.

Objectives 4 & 5: Enhanced Judicial Independence and Accountability

Judicial independence and accountability are inextricably linked to the effectiveness of a judiciary. Threats to judicial independence can take many forms and be direct or indirect. Accountability mechanisms can be both formal and informal. Informal mechanisms, such as watch-dog NGOs and media scrutiny/reporting, often prove more effective than formal ones. Moreover, modern trends in fostering judicial accountability favor a holistic approach with alternative and multi-faceted approaches.

In Pakistan, despite intermittent efforts by the higher judiciary to assert its constitutional independence, the executive and military have repeatedly intervened in legal processes to keep the judiciary compliant. In many cases the judiciary has bowed to executive demands. Moreover, the courts have in many cases failed to protect constitutionally guaranteed fundamental human rights, thus fueling support for various extremists. Given a record of multiple allegations of corruption and complicity in subverting the constitution, accountability must be a priority for the judiciary to establish credibility with the public.

In the subordinate courts, judges are poorly paid, insufficiently trained, and subject to pressure by lawyers, political leaders and higher court judges. Incentive and sanction systems for the subordinate judiciary fail to promote efficiency, quality and customer service orientation and do not hold judicial and

non-judicial staff accountable. Moreover, the safety of subordinate judges from criminal and religious extremist groups poses serious challenges to judicial independence.

In addition to piloting specific initiatives in demonstration districts to test their feasibility and impact, achieving these sub-objectives will entail working with high-level judicial officials, including the High Court Justices, the National Judicial Policymaking Committee, and the Law and Justice Commission. It may require significant up-front consultations, awareness raising and analysis to build support for new approaches.

Activity 2.4.1: Enhance judicial supervision and monitoring: With ADB/AJP assistance the High Courts established Member Inspection Teams comprised of High Court judges. The Member Inspection Teams conduct ongoing performance inspections of subordinate court judges, including case and case-flow management, case-review disposal and quality of judgments. The High Court judges are assigned different divisions to inspect. Only High Court judges comprise the Member Inspection Teams and they lack professional evaluation staff. They have potential, but are understaffed. Inspection notes reviewing performance and making recommendations are issued after each inspection. At the district level, district judges inspect courts and jails.

The Contractor shall:

- Review the rules, instructions or orders governing the Member Inspection Teams and provide assistance for revising as necessary.
- Provide assistance to the Member Inspection Teams to improve the evaluation system by developing standardized monitoring criteria and improving inspection procedures – such as the preparing inspection notes and ensuring that monitoring for compliance with recommendations is sustained and enhanced.
- Train Member Inspection Team judges on conducting investigations and subsequent disciplinary proceedings.
- Assist courts in demonstration districts to comply with inspection notes that have been issued by the Member Inspection Teams.
- Assist the Chief Justices to put in place a monitoring and evaluation system so they can monitor the resolution of public grievances.
- Launch an information campaign about the procedures for filing a grievance.

Activity 2.4.2: Introduce merit-based appointments and promotion for judges: The civil service board in each province handles the recruitment of subordinate court judges through a competitive process. Once appointed, the High Court manages the process of promoting and transferring judges from one court to another. The performance evaluations conducted by the Member Inspection Teams have linked financial incentives so as to promote good performance, but these evaluations are not yet linked to a judges' career. The absence of a merit or performance-based career system creates opportunities for manipulation and influence on judges through the transfer process. Once a judge has reached the level of District and Sessions judge, few opportunities arise for advancing to the High Court, thus limiting incentives for good performance or integrity. The judicial personnel system needs clear, merit-based and performance-based criteria for promotion and transfer with linkages to the judges' performance evaluations. This will increase incentives for efficiency and quality, while reducing opportunities for influence and manipulation.

The Contractor shall:

- Work with the High Courts in the targeted provinces to develop and implement a merit-based system that reduces opportunities for influence, and provides greater incentives for integrity, efficiency and fairness.

- Support the enhancement of the recruitment process for new judges to raise the overall level of qualification within the judiciary. Accomplishing this objective may require considerable effort in building support and consensus through exposure to comparative models and stakeholder consultations.

Activity 2.4.3: Enhance performance monitoring and evaluation planning and capacity of the National Judicial Policy-making Commission (NJPC): The NJPC needs to refine its systems for gathering, analyzing and using data to inform decisions and ensure the implementation of its decisions.

The Contractor shall:

- Improve the capacity of the NJPC to collect accurate data on the courts, including the expansion of types and accuracy of data collected, and use this data to set judicial policy.
- Assist the NJPC to develop procedures to conduct ongoing monitoring and data collection to measure improvements in performance and target resources appropriately.
- Encourage partnerships between the NJPC or the High Courts and with NGOs to collect data and monitor judicial performance.

Activity 2.4.4: Strategic planning and budgeting: The ability of a judiciary to have control over its strategic planning process and budgeting proves critical to judicial independence and accountability. In Pakistan, the lack of sufficient resources, especially in subordinate courts, presents a critical barrier to court efficiency. The ADB/AJP helped to upgrade judicial infrastructure and equipment, and salaries for judges have increased, especially in Punjab Province. The courts would also benefit from a more strategic budgeting process that enables them to plan, implement and sustain reform initiatives while addressing resource gaps. A strong strategic budgeting process done in an independent and transparent manner based on sound statistics, an objective assessment of actual needs and projected future capital and system maintenance requirements will enable the judiciary to better advocate for resources. Two judicial budgeting trends in Pakistan are worth mentioning. First, the recurrent cost elements, such as salary and other establishment charges, consume an increasingly greater proportion of the total budgets and result in insufficient financing for development expenditures. Second, on a positive note, the lower courts now receive increased budgetary allocations as a percentage of total budgets.

*The Contractor shall:*⁴

- Work with high-level judicial policy-makers (the High Courts and the National Judicial Policy Making Committee), to develop a clear strategic planning process and planning and budgeting procedures for individual courts that are based on past performance and future targets for improvement. These procedures must build on previous work of the ADB/AJP including the medium-term budgetary framework (MTBF) system.
- Assist the judiciary to address staffing shortfalls for judges and other court personnel by formulating budgets that respond to need. Courts need accurate and justified information so as to determine the number of judges and staff they actually need and the skill set particular positions require.
- Increase the capacity of the High Courts' planning and finance cells as well as the District and Sessions Courts to undertake needs-based budgeting building on the work of the ADB/AJP.

Results for Component 2, Objectives 4 & 5: Judicial Independence and Accountability:

⁴ The sequencing of assistance for strategic planning and budgeting will come after achieving results in reducing case backlog/delay detailed in Component 2 Activity 1.

- Enhanced monitoring, evaluation and disciplinary procedures for judges. This entails the High Courts in targeted provinces implementing measures of efficiency and quality.
- Increased percentage of judges and judicial staff appointments, promotions and transfers in accord with objective, competitive and transparent merit-based criteria.
- Improved public grievance procedure for the judiciary resulting in increased number of disciplinary and administrative actions taken to address grievances.
- Improved collection and use of data by the National Judicial Policy-Making Committee to monitor and evaluate the performance of the judiciary.
- Judicial budgets in at least two provinces correspond to real and projected expenditures based on strategic planning process.

Component 3: Build Capacity through Legal Training and Enhanced Professionalism

Judges and court staff need to enhance their professional skills and ethical standards. Current training programs do not provide adequate opportunities for raising the professional standards of judges or court personnel. While the ADB/AJP upgraded the facilities at the Federal Judicial Academy (FJA) and funds have been allocated for an expansion of its premises, its capacity remains limited. The FJA provides a six-week introductory course for new judges and limited opportunities for in-service training. There are few permanent instructors at the FJA and no opportunities to build training or adult education skills. Limited opportunities exist for in-service or continuing legal training, or training in specialized areas of the law. Judges are not required to update their skills or knowledge, and no system exists for ensuring the judges' familiarity with new laws. The Sindh and Punjab High Courts have made efforts to establish provincial training institutes to complement the FJA, yet their offerings remain limited and their relationship to the FJA remains unclear.

Component 3 will complement the assistance provided in Component 2 by upgrading the capacity of Pakistan's judicial institutions to provide high quality training, while enhancing the professional skills of judges and judicial personnel. This Component will not only impart knowledge on substantive laws, but focus on practical skills training. The training must complement and support the judicial improvements introduced in Component 2. Appropriate training will address the expertise demanded in the work place. But the training will entail more than just delivering legal information; it will need to change the attitudes and behaviors of judges and court staff to support enhancements in the quality and efficiency of justice. Core values such as transparency, accountability, integrity, ethics and customer service must be incorporated into the trainings. In particular, new attitudes among judges and court staff towards women and vulnerable groups will improve the accessibility and credibility of the judiciary. Such comprehensive training will influence the quality of work, morale and public service orientation of court employees from judges to the most junior court staff.

Standardized pre-service legal education, systematic continuing legal education (CLE), ethics training, qualification and promotion standards all comprise an integrated package in justice system strengthening. Training for the subordinate judiciary is especially important so as to ensure competent and committed personnel. Training activities shall focus on institutionalizing the improvements developed under the other components, while building the capacity of the justice system to conduct ongoing training.

Numerous problems arise in providing CLE for judges, such as the difficulty of finding time for CLE in a judge's busy schedule. Other than personal/professional knowledge expansion, incentives for training would prove useful. For instance, participating in CLE could be required for promotion. A key focus of this Component will therefore entail developing a comprehensive training system that includes requirements for judges to complete periodic in-service training. This training requirement should be linked to career advancement, such that judges cannot be promoted without completing the training

requirements. Poor library and connectivity facilities pose another obstacle. While access to the internet will help, assistance for distance learning in the immediate to mid-term (one to three years) may not prove feasible.

Judges and court staff will be the primary beneficiaries of Component 3. This Component will build the capacity of the FJA to train other legal professionals including prosecutors⁵ and lawyers, in keeping with its mandates. While the primary focus will be on the judiciary, such partnerships can build confidence and increase the legal skills of all key justice sector actors. Moreover, lessons learned from this Component could be shared with other legal training organizations.

Activity 3.1: Strengthen Federal Judicial Academy (FJA): The Federal Judicial Academy (FJA) was established under a government resolution in September 1988 and received a permanent premise in 1994. The main objectives of the FJA are:

1. Orientation and pre-service training to new judges, magistrates and law officers.
2. In-service training and education of judges, magistrates, law officers and court personnel.
3. Holding conferences, seminars, workshops and symposia for improving the judicial system and quality of judicial work.
4. Publishing journals, memoirs, research papers and reports.

The FJA needs to undertake ongoing improvements in its governance, raise its visibility and increase the quality of its services.

The Contractor shall:

- Support capacity building of the FJA to fulfill its mandate and leave a legacy of solid prospects for the institution's programmatic, financial and organizational sustainability, with the capacity to develop and sustain a comprehensive training program.
- Provide technical assistance and training to the FJA's board and staff in good governance and management practices, strategic planning and budgeting, including assistance in producing a Strategic Plan for the FJA that matches objectives, tasks, and benchmarks to required resources. This will also entail assisting the FJA to develop the expertise to advocate for the required resources needed for effective operations.
- Place a long-term advisor with extensive judicial training experience in the FJA, subject to agreement and support by the FJA leadership.
- Adapt training modules for other legal professionals and involve them in trainings when targets of opportunity arise.
- Support active partnerships among key institutions, including the FJA, provincial High Courts, the Bar Council, Bar Associations, and law schools to develop and implement trainings for judges and other legal professionals.

Activity 3.2: Provincial Training Institutes: The Sindh and Punjab High Courts have established provincial training institutes and the Peshawar High Court has expressed interest in developing its own training capacity. Provincial training institutes could provide a valuable complement to the FJA by providing increased opportunities for ongoing or specialized training within each province.

⁵ Any work with prosecutors should be done in close coordination with the U.S. Department of Justice. One example of possible synergy would be for the SJP to encourage improvements in the police and prosecution by building the capacity of judges to require quality investigations, move cases more expeditiously and reject coerced testimony.

The Contractor shall:

- Provide assistance to provincial training institutes, provided that they do not compete with the FJA and that respective roles are clear.
- Ensure that the focus of its assistance to any provincial training institutes or training in the regions will be on in-service, CLE. It proves more feasible to deliver short-term CLE in the provinces than to bring potential participants to Islamabad.

Activity 3.3: Develop curriculum and training modules: Pre-service and in-service curriculum and training materials need to provide consistency and continuity in the delivery of information, quality assurance and overall program sustainability. Moreover, the curriculum must have a practical orientation that addresses the demands in the work place. The trainings should complement assistance provided under Component 1.

The Contractor shall:

- Analyze on judges and court staff professional needs and skills in cooperation with the FJA, and prepare a Needs Assessment Report, in order to determine the most relevant programming and training. The analysis shall follow a comprehensive survey approach that includes questionnaires, focus groups and interviews.
- Provide assistance to the FJA to conduct periodic training needs assessments in order to build the FJA's capacity and enable it to conduct its own assessments.
- Assist the FJA to develop a cohesive and applied curriculum for different levels of judges and court staff with varied degrees of experience. This includes pre-service and in-service training.
- Institutionalize short and long-term impact evaluation systems for the trainings within the FJA and potentially the provincial training institutes for the CLE they deliver. The long-term training impact evaluation system will overcome the "halo" effect of evaluations conducted immediately after the training. Such an evaluation system will determine knowledge retention level and determine how relevant the training was to the trainee's job in applying what was taught at the training. Furthermore, the evaluations will analyze recurring themes from the focus groups and others so as to appropriately modify the courses.

Activity 3.4: Institutionalize Training of Trainers (TOT): Ensuring the sustainability of any training activity requires developing and implementing a "Training of Trainers" (TOT) module. Such a module needs regular updating so as to keep training skills sharp. This is a priority activity. The people who deliver the training must have received training in adult education techniques. Just because a person is a subject matter expert, had a distinguished career on the bench or currently holds a high-level position, does not necessarily follow that this person will make a good judicial trainer.

The Contractor shall:

- Develop a cadre of professional trainers with a rotational faculty system so as to ensure sustainable approaches for knowledge and skills transfer.

Activity 3.5: Develop mentor/apprenticeship programs: Such initiatives can strengthen the practical orientation of the pre-service judicial training program. This activity could continue for a new judge after the pre-service training. Moreover, this could also benefit judges as they will receive assistance from young legal professionals and thus reduce the judges' workload. Lawyers could also be incorporated into the judicial mentorship/apprenticeship program to improve Bench/Bar relations.

The Contractor shall:

- Assist, if demand exists, with implementing a pre-service mentor/apprenticeship program for legal professionals before or after being selected as judges.

Activity 3.6: Introduce and train non-judges to serve as court administrators: This activity closely relates to the Component 2 Objective 1 activities that address improved court efficiency. Court judicial and administrative functions need separating in law and fact with a professional court management cadre established and trained. This will require a phased-in approach that includes raising awareness and consensus on the need for professional court administration.

The Contractor shall:

- Establish a training program at the FJA for newly hired court personnel, including registrars, accountants, as well as for judges to familiarize them with the benefits of having permanent and professional court registrars and understand how to utilize modern court administration techniques.

Results for Component 3:

- Enhanced capacity of the Federal Judicial Academy to deliver high quality pre-service and in-service training and for provincial training institutes to deliver continuing legal education.
- Professional training instituted for court registrars/administrators.
- Increased number of person training hours received by judges and court personnel for pre-service and in-service training.
- Course participants demonstrate a high level of knowledge retention.
- Adoption of a career plan for judges that requires periodic in-service training as a condition for advancement.
- Enhanced quality of judicial decisions in court demonstration districts.

Component 4: Policy and Legal Reform

The ADB/AJP required the GOP to undertake numerous legal and policy reforms as conditions for its loan. The executive branch served as the ADB's primary counterpart. While the ADB did reach out to other stakeholders, many believed there was inadequate consultation and buy-in for the interventions among the judiciary, bar and other key stakeholders. The danger exists that resistance to implementing reform policies and legal changes could turn back reform, unless an effective, inclusive, constituency exists to maintain and sustain judicial reform and to move forward with new policy and legal reforms. In this regard, the SJP's ability to elicit the trust and confidence of its Pakistani counterparts will prove essential for the project's success.

Activity 4.1: Launch Stakeholder Policy Dialogue: Initial consultations with key stakeholders will inform the development of the SJP work plan. These consultations will also provide the basis for establishing a forum for ongoing consultations throughout the life of the project that will ensure input and buy-in from all the key stakeholders. In addition, one condition of the ADB/AJP loan required the GOP to increase financing for the judiciary. The GOP met this condition and this trend has continued. But the issue arises as to whether the GOP will continue to increase funding in light of the current financial crisis. This situation further argues for the need for a stakeholder dialogue to build broad-based support for adequate judicial funding and support.

The Law and Justice Commission, which includes representation from the executive and judicial branches, may afford a forum. Maintaining an ongoing dialogue among all key stakeholders on judicial reform, including the executive, parliament, judiciary, provincial and district governments and civil society represents a key component of the SJP. Litigants, citizens and other stakeholders who were not included in prior judicial reform efforts could also contribute to the dialogue.

The stakeholder dialogue will prove crucial for not only prioritizing and sustaining reforms, but replicating them. While the SJP through its court demonstration districts will provide assistance to achieve a critical mass of reform-oriented courts, the stakeholders comprising this dialogue will serve as the agents of change to adopt these reforms more broadly. The dialogue will provide the link between the reforms pioneered in the demonstration districts and the nationwide rollout of the reforms. While steps to organize a stakeholder dialogue will need to start immediately, this represents a long-term component that will require the full life of the project to translate into sustainable results.

The Contractor shall:

- Identify key individuals and public and private sector organizations with which the SJP may work and prepare a Stakeholder Report. The report shall include names, title, organization, street address, e-mail address and phone/fax numbers.
- Launch an inclusive Policy Dialogue Forum on justice sector reform and through this Policy Dialogue forum, actively seek to facilitate consensus among the stakeholders on needed reforms and the means to achieve them.

Activity 4.2: Policy and Legal Reform: Under the ADB/AJP many legal/policy reforms were introduced and the ADB/AJP conducted extensive research as to needed reforms. This work product has the potential to provide a plethora of information, especially as concerns possible amendments to the procedure codes, on which the SJP can build. Other potential areas for legal reform that may help reduce case delay include rental agreements, land titling, inheritance and court costs for frivolous lawsuits. Any policy or legal reforms will need stakeholder support, must directly support the SJP's objectives/sub-objectives and be informed by the measured impact of the court demonstration districts. As improvements are adopted and implemented in these districts, this will inform the development of policy and standards for adoption at the provincial or federal level for roll-out to the remaining courts. The Policy Dialogue forum can help expand the discussion among diverse stakeholders in order to develop a consensus on priority legal and policy reforms.

The Contractor shall:

- Provide targeted support for new policies, standards, laws and regulations to facilitate improved court operations and reduce procedural complexities in the judicial system.
- Provide technical assistance, comparative law expertise and support for stakeholder consultation to reach consensus on new laws or policies that will support the SJP's objectives and sub-objectives at the provincial and national levels.
- Maintain an ongoing dialogue among all key stakeholders on judicial reform (i.e. the executive, parliament, judiciary, provincial and district governments, and civil society) to ensure their participation in any policy/legal reforms.

Results for Component 4: Policy and Legal Reform

- Working groups formed comprised of relevant stakeholders.
- Concept paper(s) drafted.
- Draft law(s) prepared.
- Draft law(s) introduced in National and Provincial Assemblies.
- Full and open hearings on draft law(s).

Component 5: Flexible Targeted Assistance

As a USG critical priority country (CPC), Pakistan poses unique challenges that require creative and flexible mechanisms. Component 5 affords such mechanisms with a small grant program and a special initiative fund.

Activity 5.1: Grants under Contract: A small Grants under Contracts component will afford a flexible mechanism to address the five sub-objectives of efficiency, transparency, accessibility, independence and accountability. Small grants at the local level will enable local actors to enhance the public's understanding and trust in the judiciary and compliment the interventions/achievements under other components. The small grants fund will work primarily at the grassroots level while the policy dialogue works at a higher level. Both seek to ensure stakeholder buy-in for judicial reform and sustaining momentum for reform. Grants may also support legal and policy reforms identified through stakeholder dialogue by funding analysis, inclusive legal drafting efforts or targeted advocacy. The small grant fund is not intended to support non-governmental organizations (NGO) capacity building.

Potential grant recipients could include NGOs, community-based organizations (CBOs), think tanks, business associations, legal professional associations, training institutions and other civil society organizations. These recipients could conduct a variety of tasks that may include playing a monitoring/watch-dog role, conducting advocacy, offering training, providing legal services, raising awareness, drafting appropriate laws and regulations or supporting alternative dispute resolution. The sub-grants may be used to support activities by NGOs in the Federally Administered Tribal Areas (FATA) that support the SJP's overall objectives. Any activities carried out in the FATA must receive prior COTR approval.

The grants should bring in stakeholders from outside the judiciary to play an active role in promoting concrete efficiency reforms, monitoring implementation, enhancing transparency and holding justice sector actors accountable. The grants need to help achieve progress toward the objectives and sub-objectives specified in the contract. Grant proposals that will improve coalition building efforts, facilitate the formation of strategic alliances and partnerships and have a cost-share component are encouraged. In addition to holding open competitions for small grants, there could be a special rapid response, non-competitive grant window that addresses targets of opportunity that may arise.

Depending on needs, counterpart demand and assistance provided by other donors; each sub-grant award cycle could focus on a particular sub-objective. Also, the situation in the various provinces and demonstration districts where the SJP operates could affect the focus of a particular sub-grant award cycle. The scoring used for determining how a court performs in meeting its graduation criteria and the annual surveys will help inform the SJP as to how to focus small grant awards.

Refer to Section H.14 for requirements related to awarding grants under this Contract.

The Contractor shall:

- Launch a grant mechanism encouraging innovative initiatives that will increase the demand on the judiciary to improve its performance and sustain momentum for implementing judicial reform.

Activity 5.2: Special Initiative Fund: Ultimately, the success of the SJP will depend, to a great extent, upon the SJP's flexibility, adaptability and creativity in responding to a very fluid, politically charged and sometimes dangerous environment. Targets of opportunity can arise and/or close quickly. Such a situation necessitates a rapid response capacity to address time critical needs. For instance, opportunities could arise as a result of the SJP's court demonstration components, peace initiatives, interventions by the Friends of Pakistan, a deteriorating security situation or any number of developments. Such developments could lead to work in the Federally Administered Tribal Areas (FATA), work with

prosecutors⁶ or on issues unknown at this time. If the USG provides assistance to Pakistan civil law enforcement efforts, USAID may want to seek synergies between the assistance provided by the SJP and other USG assistance. Such synergies would most likely develop in the North West Frontier Province and FATA. All initiatives must comply with all applicable US laws and regulations.

The Contractor shall:

- Establish a special initiative fund, with the resources available for a rapid response to any targets of opportunity that arise. All activities responding to targets of opportunity must receive prior COTR approval.

Results for Component 5: Flexible Targeted Assistance

- At least 25 grants awarded each year during the life of the project.
- Contractor responds rapidly to targets of opportunity that may arise.

[END OF SECTION C]

⁶ Work with prosecutors might entail USAID seeking a waiver, if prosecutors are determined to be law enforcement authorities. Any work with prosecutors should be done in close coordination with the U.S. Department of Justice.

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 semifinished 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 STRATEGY

The branding strategy for this contract as specified in USAID ADS **320.3.2.1** is as follows:

Program Name	Strengthening Justice with Pakistan
Branding	Branding shall incorporate the message: The support is “From the American People”
Desired Level of Visibility	USAID identity must be appropriately displayed in: commodities or equipment; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.
Other Organizations	The branding may acknowledge other organizations deemed as partners of an event or an acknowledged deliverable.

D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

[END OF SECTION D]

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 “52.232-2 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).

FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT	MAY 2001
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 the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer’s Technical Representative (COTR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

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.

FEDERAL ACQUISITION REGULATION (48CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER ALTERNATE I	AUG 1989 APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is five (5) years.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be in Pakistan.

F.4 DELIVERABLES AND DELIVERY SCHEDULE

Activity No.	DELIVERABLES	MEANS OF VERIFICATION SENT TO COTR	DUE DATE
COMPONENT 1			
1.1	Selection of Demonstration Districts	Report	Within 60 days of contract execution
1.1	Opening of Offices in Two Provinces	Report	Within 60 days of contract execution
1.1	Selection of Demonstration Judges	Quarterly Report	Within 30 days of commencement of work in each district
1.2	Pakistani Judicial Best Practices Manual	Manual	Within 2 years of contract execution and updated annually
1.3	Procedures and Criteria for Demonstration Court Incentive Support (commodities and rehabilitation)	Report	Within 150 days of contract execution
1.4	Gender Strategy	Report	Within 45 days of contract execution
1.4	Track Integration of Women’s Participation	Quarterly Report	Ongoing throughout contract

1.5	Host donor Rule of Law meetings	Meeting Minutes & Donor ROL Activities Matrix	Within 14 days of each meeting
1.6	Performance Monitoring and Evaluation Plan incorporating baseline data and analyses	Performance Monitoring and Evaluation Plan	Within 180 days of contract execution
1.6	Annual Surveys and other Outcome Data Collection and Analysis	Annual Report	In Annual Report due October 15 th , 2010 and annually thereafter
COMPONENT 2			
2.1.1	Track Demonstration District Case Delay and Case Backlog	Quarterly Report	Ongoing throughout contract
2.1.5	Electronic Court Information System Report	Report	Within 180 days of contract execution
2.2.1	Track Financial Assistance provided for High Court Annual Reports	Quarterly Report	Annual basis
2.2.2	Track Number of Judicial Decisions published for Demonstration Districts Courts	Quarterly Report	Annual basis
2.2.3	Track use of Random Case Assignment in Demonstration District Courts	Quarterly Report	Ongoing throughout contract
2.2.4	Court Website Model Templates	Model Template	Within one year of contract execution
2.2.5	Media Strategy	Report	Within 150 days of contract execution
2.3.1	Court Accessibility Report	Report	Within 90 days of contract execution
2.3.2	Track CCLC Establishment and/or Activation	Quarterly Report	Ongoing throughout contract
2.3.3	Track BBLC Establishment	Quarterly Report	Ongoing throughout contract
2.3.4	Track Status of Information Kiosks and training of Information Providers	Quarterly Report	Ongoing throughout contract
2.4.1	Track Demonstration Court Compliance with Member Inspection Team Inspection Notes	Quarterly Report	Ongoing throughout contract
2.4.2	Track Merit-Based Appointment and Promotion of Judges	Quarterly Report	Ongoing beginning in year three of contract
2.4.3	Track Monitoring and Data Collection Procedures by the National Judicial Policymaking Committee (NJPC)	Quarterly Report	Ongoing throughout contract
2.4.4.	Track Use of Performance-Based Planning and Budgeting Procedures in Demonstration Districts	Quarterly Report	Ongoing beginning in year three of contract
COMPONENT 3			
3.1	Strategic Plan for Federal Judicial Academy	Report	Within 2 years of contract execution
3.2	Track Continuing Legal Education Training Conducted in Provincial Training Institutes	Quarterly Report	Ongoing throughout contract

3.3	Training Needs Assessment	Report	Within 180 days of contract execution
3.3	Training Curriculum for FJA including pre-service and in-service training	Quarterly Report	Within 3 years of contract execution
3.3	Short and Long-term Training Evaluation Systems Institutionalized	Quarterly Report	Within 3 years of contract execution
3.4	Training of Trainers System Institutionalized	Quarterly Report	Within 3 years of contract execution
3.6	Court Administration Training Program at the Federal Judicial Academy	Quarterly Report	Within 3 years of contract execution
COMPONENT 4			
4.1	Stakeholder Report	Report	Within 60 days of contract execution
4.1	Policy Dialogue Forum	Meeting Minutes and Participant Attendance Lists	Within 14 days of each meeting
4.2	Track Legal and Policy-related Support	Quarterly Report	Ongoing throughout contract
COMPONENT 5			
5.1	Small Grants Fund Selection Criteria	Report	Within 150 days of contract execution
5.2	Special Initiative Fund Status	Quarterly Report	Ongoing throughout contract
WORK PLANS, PERIODIC AND OTHER REPORTS			
SECTION NO.	DELIVERABLES	DUE DATE	
F.5.1	Rapid Mobilization Plan	Within 5 days of contract execution	
F.5.2	Start-Up Work Plan	Within 30 days of contract execution	
F.5.2	Initial Annual Work Plan (includes PMEP)	Within 180 days of contract execution	
F.5.2	Subsequent Annual Work Plans	18 months after contract execution and annually thereafter	
F.5.3	Performance Monitoring and Evaluation Plan incorporating baseline data and analyses	Within 180 days of contract execution	
F.5.4	Monthly Status Updates	Monthly on the third workday of the month	
F.5.4	Quarterly Performance Reports	Quarterly on October 15, January 15, April 15, and July 15	
F.5.4	Annual Performance Reports	October 15, 2010 and annually on October 15 thereafter	
F.5.4	Project Closeout Report	30 day prior to contract completion date	
F.5.5	Demobilization Plan	180 days prior to contract completion date	

F.5.6	Success Stories	Ongoing
F.5.6	Short-term TA Consultant Reports	Within 14 days of completion of consultancy
F.6	Security Plan	Within 60 days of contract execution

F.5 PLANS, REPORTS AND EVALUATION

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 reports, in addition to the deliverables specified above in F.4, to the USAID.

The Contractor shall maintain documentation of official acceptance by the COTR of the reports and deliverables required in this contract.

Note: Several of the reports shall have an Executive Summary, of no more than three (3) pages, which may be shared with the public. The Executive Summary shall be accompanied by a translation into Urdu. In addition, copies of all training, instructional, and analytical materials, as well as assessments, reports and other programmatic documents produced under this contract shall be submitted to the COTR promptly upon completion. This includes video material.

F.5.1 Rapid Mobilization Plan

The Contractor shall submit a Rapid Mobilization Plan to the COTR for approval in accordance with the delivery schedule specified in Section F.4. The Plan shall include a plan for a rapid start-up of activities covering the first 90 days of the contract. It shall also address benchmark technical, management, and logistical (vehicle, office space, etc.) requirements that include: planning and schedule for mobilizing in-country within 21 days of contract award, in-country mobilization of the Chief of Party (COP) and Deputy Chief of Party (DCOP) within 30 days of contract award, rapid mobilization of other key personnel and expatriate staff, and local staff. The Contractor office in Islamabad shall open within 30 days after contract award and provincial offices within 60 days of contract award. In order to ensure rapid and visible activity, this must also include a plan for implementing court improvement activities in at least one demonstration district in two provinces within 90 days of award. The focus of initial activities shall be on reducing case backlog and delay, and improving accessibility and transparency.

F.5.2 Work Plans

The work plans shall include narrative complemented by tables reflecting targets and progress to date for the approved indicators. The Contractor shall submit work plans to the COTR for approval in accordance with the delivery schedule specified in Section F.4. Any additional changes to the work plans require COTR approval.

Unless agreed otherwise in writing, at a minimum work plans will contain:

- A matrix of the events, activities the Contractor plans to conduct and the inputs the Contractor will provide;
- A concise narrative that discusses the planned events and activities;

- A calendar-type matrix that will provide further information including linkages toward the anticipated achievements of performance indicators set forth in the Performance Monitoring and Evaluation Plan;
- An estimated budget, linked to the planned activities specified in the work plan, broken down by quarter with a total for the period of the plan that identifies the anticipated inputs. This budget shows the estimated spending anticipated for the period of the plan based upon the overall approved budget. It shall also include projected pipeline analysis for succeeding periods of performance

The Start-Up Work Plan shall include the information specified above and shall cover the first 180 days of performance after contract execution.

The Initial Annual Work Plan shall include, in addition to the information specified above, the Performance Monitoring and Evaluation Plan (PMEP) as an attachment. This plan shall cover the 12-month period after the Start-Up Work Plan.

Subsequent Annual Work Plans shall include the information specified above and shall cover successive 12-month periods.

F.5.3 Performance Monitoring and Evaluation Plan (PMEP)

Over the life of the project, the SJP will directly contribute to achieving USAID Democracy and Governance's Objectives in Pakistan as described in the U.S. Foreign Assistance Framework. The SJP supports the Strategic Objective of Governing Justly and Democratically and falls under Program Area 2.1 Rule of Law and Human Rights.

The importance of a sound performance monitoring and evaluation plan (PMEP) for the SJP cannot be overstated. The SJP will devote substantial resources to performance monitoring and evaluation, with at least one Contractor staff working full time on performance monitoring and evaluation. The Contractor shall submit a PMEP to the COTR for approval in accordance with the delivery schedule specified in Section F.4. The SJP is also encouraged to work with an independent evaluator to conduct baseline and follow-up studies to ensure the independence of the evaluation and that sufficient attention is accorded to evaluation. Project monitoring and evaluation comprises an essential component of this project in order to:

- Inform USAID of progress.
- Enable detailed and on-going design of activities and sub-activities.
- Build counterparts' capacity to collect and analyze the data for sound decision-making.
- Inform a public awareness/outreach campaign to demonstrate that progress can be made in judicial reform.

Moreover, justice sector counterparts need to adopt improved performance monitoring techniques, and in particular quality indicators, to inform sector policy and efficiently allocate human and financial resources. As stated in the ADB/AJP 2006-7 Annual Performance Review: "AJP's implementation experience has strongly brought out the need for an integrated national statistical system for the justice sector with uniform categories, indicators, and standards, and for information compiled across the sector to allow national comparisons and evaluations of the quality of justice services".

Requirements for the PMEP:

The PMEP will reflect the latest social-scientific standards to measure the impact of programmatic interventions. To the extent possible, the Contractor should introduce an element of stratified randomness in selecting the demonstration districts and control districts. This will involve the collection of baseline and outcome data in an appropriate number of target and control units. The PMEP shall include:

- (1) A discussion of the method used to select measurable units, i.e. districts, including both the treatment and control groups according to criteria that make a rigorous comparison possible;
- (2) A detailed description of the methodology for gathering and analyzing baseline data in both demonstration and control districts as well as for gathering outcome data during each year of project implementation;
- (3) The specific indicators that will be used to measure output, outcome and impact in achieving the objectives and sub-objectives, including indicators to measure progress toward completing activities, achieving the results specified in each component of the SECTION C.3 , and ensuring client satisfaction and overall project impact;
- (4) Baseline data and clearly defined targets for each of the indicators selected.

Selection of Measurable Units: The primary unit of analysis will be the district, such that the evaluation will compare progress with courts in demonstration districts with courts in similar districts that do not receive assistance. Secondary units of analysis will include individual judges/courts within districts, such that the evaluation will compare progress between judges who participate in demonstration projects and those who do not in the initial phase of the project. Comparisons may also be conducted between provinces, and between targeted districts and a national average.

Data Collection Methodologies: The PMEP shall include process-based (e.g. case time from filing to disposition) and efficiency of resource use-based indicators (e.g. average cost per case disposed/decided) on the performance of the courts; survey-based indicators on the opinions, perceptions, awareness, attitudes and experiences of the general public and judicial stakeholders (private attorneys, prosecutors, case litigants, the business community and NGOs working on ROL issues); and external-based indicators (e.g. Pakistan's ROL ranking by the World Bank Institute). To measure the impact of training activities, the Contractor shall collect data on knowledge, skill retention and impact on performance immediately after trainings and three to six months later. Data will be collected from the judiciary's own administrative data, by the Contractor through direct measurement or sampling techniques, and/or by the Contractor's partners, sub-Contractors or sub-grantees. Data may include both quantitative and qualitative data based on observation of project activities and court performance. Data shall be collected for the baseline at the start of the project, and in each subsequent year of the contract. Data will be collected in selected districts as well as control districts that are not receiving assistance.

Indicator Selection: The indicators shall measure output, outcome and impact of the SJP throughout the length of the program. The Contractor shall select indicators that measure the result of specific activities in improving court performance, public perception and rule of law; that show how these activities contribute toward the SJP objective and sub-objectives; and that measure the overall results of the program. The indicators shall include indicators to measure each of the required results, as well as additional indicators selected by the Contractor. Of particular interest will be survey-based indicators that show citizens' awareness, experience, confidence and trust, and how change on those indicators differs from change in control districts without SJP assistance. The Contractor will disaggregate by gender and ethnicity the impact on the beneficiaries and provide analysis of gender data, and use this data to ensure that a single gender is not disproportionately involved or benefited.

Baseline Data and Target Selection: The Contractor shall collect baseline data and define realistic but ambitious targets in consultation with the COTR, and shall incorporate the baseline data and targets into the PMEP.

Monitoring and Evaluation Responsibilities:

As part of the initial work under the contract, the Contractor will work closely with the COTR to specify a method for determining target and control units and to develop mutually agreed upon project indicators. Once the units and indicators have been selected, The Contractor shall collect all baseline data for inclusion in the PMEP, by commissioning surveys and conducting analyses and assessments that will establish the base lines and targets for the life of the contract. The Contractor shall finalize the PMEP and submit it to the COTR as an attachment to the Initial Annual Work Plan in accordance with the delivery schedule specified in Section F.4.

The Contractor shall conduct outcome data at least annually, including by commissioning follow-on surveys and analyses. The Contractor shall report the available data on all of the indicators in the PMEP in its Quarterly Reports and in its Annual Reports.

The Contractor shall consult with the National Judicial Policy-making Commission (NJPC) members and secretariat staff in developing the PMEP. The Contractor will also assist the NJPC to collect the data as much as possible in order to build its capacity to collect such data in the future and analyze its results.

F.5.4 Progress Reporting Requirements

Monthly Status Updates

In accordance with the delivery schedule specified in Section F.4, the Contractor shall submit to the COTR a three-month calendar in a matrix table format with upcoming conferences, workshops, trainings, TDYs, and site visits.

Quarterly Performance Reports

The Contractor shall prepare and submit to the COTR a Quarterly Performance Reports in a format mutually agreed upon with the COTR; submission of the reports shall be in accordance with the delivery schedule specified in Section F.4. This report will have concise information on project progress relative to expected results and outcomes specified in the PMEP. The report shall include: (a) a quarterly summary comparing milestones planned versus achieved and planned milestones for the next quarter. Milestones and benchmarks shall include relevant publications, events and training data; (b) “What’s New” will provide content highlighting a key achievement(s) or event(s) in a format appropriate for wide distribution (including partner newsletters, local press, and webpage); and (c) discussion of implementation issues that may inhibit or enhance Contractor performance.

While all Quarterly Performance Reports will address progress on the performance indicators, the fourth quarter report will do so in particular detail. The findings of the annual public awareness and trust surveys must be included in the fourth quarter report.

Annual Performance Reports

The Contractor shall submit to the COTR and Contracting Officer (CO) Annual Performance Reports to summarize project progress relative to expected results and outcomes as outlined in work plans and against contractual deliverables; submission of the reports shall be in accordance with the delivery schedule specified in Section F.4. Annual Performance Reports shall have two components:

- (a) A concise report rolling up quarterly reports with a short summary in English and Urdu for public audiences (such as judges, court officials, and stakeholders); and
- (b) An accounting of progress against metrics for inputs, process, outputs and results per the PMEP, and other information in standard formats required for USAID Annual Performance reporting. Part (b) shall consist of: (i) a list of deliverables; reports and publications submitted during the year (by date/status); (ii) lessons learned; (iii) suggested steps to improve component performance and impact; and, (iv) concise narratives or a table to reflect any additional contract requirements such as: (a) Public-Private Partnerships, (b) donor coordination, (c) participation and benefits associated with gender and marginalized populations, and (d) components implemented under buy-ins.

The Annual Performance Report will serve as a basis for project evaluation, audit and management decision-making for budgetary considerations. It is essential that the Annual Performance Report is complete, accurate and timely.

Project Closeout Report.

The Contractor shall submit a Project Closeout Report to the COTR and Contracting Officer in accordance with the delivery schedule specified in Section F.4. The Report shall summarize the accomplishments and shortcomings of performance under this contract, the lessons learned, methods of work used and recommendations regarding unattainable work goals and/or project continuation. The Project Closeout Report shall contain an index of all reports and information products produced under this contract. It will discuss prospects for sustainability of work performed and what steps USAID could take to help ensure sustainability. In addition, it shall discuss the status and prospects for sustainability of the major counterpart institutions with which the Contractor worked and a sustainability plan that may be shared with these institutions.

F.5.5. Demobilization Plan

In accordance with the schedule specified in Section F.4, the Contractor shall submit a Demobilization Plan to the COTR and Contracting Officer for approval. The Demobilization Plan shall include, at a minimum:

- an illustrative Property Disposition Plan;
- a plan for the phase out of in-country operations;
- a delivery schedule for all reports or other deliverables required under the contract; and
- a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the cognizant Contracting Officer.

Both the illustrative and final Property Disposition Plans shall include the inventory schedule required by FAR 52.245-5, a plan for the disposition of property to eligible parties and a timeline for disposition of such property.

F.5.6. Success Stories and Other Reports

Success Stories

The Contractor shall periodically present success stories to the COTR, on an on-going basis as they happen, that highlight the ways the project is succeeding or is benefiting local people. ‘Success Stories’ shall be prepared whenever a major achievement or personal testimonial merits documentation and public dissemination. These stories provide information that demonstrates the impact that the project has had through stories, quotes and photos. Once implementation is underway, the Contractor shall present at least two success stories in the stipulated formats (from USAID Branding web site) within each six-month period.

Reports by Short-Term Technical Assistance (TA) Providers

Unless otherwise agreed upon in writing by the COTR, the Contractor shall submit a TA consultant report to the COTR in accordance with the delivery schedule in Section F.4 that describes progress and observations made by the expert/consultant, identifies significant issues, describes follow-on activities and plans for the Contractor and counterparts, and provide names, titles and contact points of all professional assignment-related contacts.

Special Reports and Memorandums: The Contractor shall prepare special reports in the event of extraordinary, time-sensitive events that need to be brought to the COTR’s attention sooner than every quarter. Special reports may be requested from the Contractor by the COTR or may be produced by the Contractor exercising his/her own discretion and judgment. The Contractor shall prepare memorandums analyzing draft legislation and regulations and speeches and scene-setter briefing papers for USAID.

Foreign Tax Reports. Standard report will be issued for each Fiscal Year and delivered prior to November 17 each year (see Section H.13).

F.6 Enhanced Security Proposal

The Contractor shall submit a proposal for enhanced security no later than the submission date specified in F.4. However, an earlier submission is encouraged. Enhanced security measures will be negotiated as a bilateral modification subsequent to contract award. The Contractor shall submit the Enhanced Security Proposal directly to the attention of the Contracting Officer in USAID/Pakistan’s Office of Acquisition and Assistance.

The proposal shall contain a budget and a coherent, overall integrated security plan that demonstrates that the Contractor has undertaken a thoughtful review of their security needs and includes analysis of the various elements of a security system. The Contractor is encouraged to acquire professional advice from an expert of your choosing to work with you to establish an overall security plan/system. Security enhancements may include, but are not be limited to, issuance and use of two-way radios and/or other communication networks, upgrading buildings, deploying guards and/or guard force, CCTV system, or purchasing additional vehicles as recommended by security experts, assessing the the manner in which the fully armored vehicle (FAV) is envisaged to be used in terms of safety etc. At a minimum the plan should include:

- 1) The Contractor's perimeter security (i.e. 11' high, 1' foot thick, concrete and brick wall, with razor wire on top totaling approximately 13' that surrounds the entire compound, CCTV system, 10' high metal entry/exit door manned by a 24/7 armed guard, with cabin);
- 2) Location(s) of project offices and activities;
- 3) Current and previous security situation in locations mentioned in item one above (to include crime, insurgent activity, kidnappings, police and military operations, etc.) in the area(s) of project activities, the company's offices, and employee living areas;
- 4) Previous security incidents, if any, that involved the company and/or its personnel or other organizations in the vicinity, previous and current threats against the company and/or its personnel;
- 5) For requests of vehicles:
 - Number of vehicles requested
 - Vendor that will be utilized
 - Frequency of travel utilizing vehicles
 - Terrain
 - Driver Training Plan
 - Passenger orientation and driver training plan:

(Note: Armored vehicles have different handling characteristics and drivers and prospective passengers should be trained in evasive driving techniques as well as handling the particular type of vehicle in emergency situations);

- 6) A complete budget along with comprehensive budget notes;
- 7) A point of contact to answer questions or provide clarifications.

The list above includes items to consider when preparing a comprehensive security plan. Please note, however, this is not an all-inclusive list; additional relevant information or items may be considered. Therefore, when submitting your security plan, the Contractor shall provide all information it deems relevant and necessary for USAID to consider.

F.7 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance toward achievement of the objectives in Section C will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Evaluation of the Contractor's overall performance will be in accordance with FAR 42.15 and corresponding USAID procedures. The Contractor's performance will be evaluated annually and at contract completion, utilizing the following factors:

- (1) Quality of Product or Service
- (2) Cost Control
- (3) Timeliness of Performance
- (4) Business Relations
- (5) Meeting Small Disadvantaged Business Subcontracting Requirements/Goals
- (6) Effectiveness of Key Personnel and Subcontractors

F.8 KEY PERSONNEL

(a) The key personnel the Contractor shall furnish for the performance of this contract are as follows: (1) Chief of Party, (2) Deputy Chief of Party, (3) Senior Court Administrator, (4) Senior Judicial Trainer and (5) Senior Legal/Policy Advisor.

(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 COTR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.9 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The Contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with 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 Contractor submits the report or 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.10 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (AUG 2008)

(a) Contract Reports and Information/Intellectual Products.

1. The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of summary 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. These reports include approved documentation of: assessments, evaluations, studies, development experience documents, technical reports, annual reports and project closeout reports. The Contractor shall also submit two 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. The Contractor shall clear all reports through USAID before final submission to DEC. Further guidance may be obtained from the COTR.
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 COTR, the Contractor shall submit 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 addresses 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 COTR, the publication or issuance date of the document, document title, author name(s), and objective or 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. 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 are Portable Document Format (PDF) and Plain ASCII.

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

- a. USAID award number (contract, cooperative agreement, grant, etc,
- b. USAID objective title and number (if applicable),
- c. USAID project title and number (if applicable),
- d. USAID program area and program element,
- e. Descriptive title, (if non-English, a translation),
- f. Author name(s),
- g. Contractor or grantee name(s),
- h. Sponsoring USAID Agency operating unit(s), including the name of the current COTR,
- i. Date of publication, and
- j. Language of document.

[END OF SECTION F]

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 Contracting Officer’s technical representative (COTR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either electronic (PDF) files (preferred), 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 TECHNICAL OFFICE

The USAID/Pakistan Office of Democracy/Governance is the Technical Office for this contract. The COTR, who will be a member of the technical office named above, will be determined at the time of award and designated per a separate letter. All technical questions should be addressed to the COTR.

G.3 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 COTR 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. This includes compliance with USAID and host countries' environmental regulations.

(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 COTR 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 COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of level of effort (LOE). All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) In the separately-issued COTR designation letter, the Contracting Officer designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.

(d) 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 COTR 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.

(e) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be 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.4 PAYMENT

The completed SF-1034 "Voucher for Services for Other Than Personal" and relevant invoices and other documentation may be submitted electronically (email is the preferred method) to the addresses below. The subject line of the email shall read Award No. and name of the Contractor. The SF-1034 must be

signed, and it must be submitted along with the relevant invoice and any other relevant documentation as an electronic PDF file. Otherwise, the request for payment must be mailed through local postal or courier services. If submitting invoices electronically, do not send a paper copy.

Send all requests for payment to the following:

(A) USAID Payment Office: TBD

And

(B) The Contracting Officer's Technical Representative (COTR)

Award #
USAID/Pakistan
Diplomatic Enclave, US Embassy
Ramna 5
Islamabad, Pakistan
Email: TBD

G.5 CONTRACTING OFFICE

All questions concerning the administration of this award should be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

Pakistan Address:
Contracting Officer
USAID/Pakistan/OAA
U.S. Embassy
Diplomatic Conclave, Ramna 5
Islamabad, Pakistan
Email: pkcontract@usaid.gov

US Address:
Contracting Officer
USAID/Pakistan/OAA
8100 Islamabad Place
Dulles, VA 20189-8100

G.6 ACCOUNTING AND APPROPRIATION DATA

Operating Unit:	
Strategic Objective:	391-
Team/Division:	Democracy/Governance
Benefiting Geo Area:	391

MAARD No.

1. Line Number
BBFY
Fund
ES
EBFY
Program Element

Program Area
SOC
Distribution
Amount:

[END OF SECTION G]

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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
AIDAR 48 CFR Chapter 7	752.7027 PERSONNEL	DEC 1990

H.2 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.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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 Contracting Officer.

H.4 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) Genetically Modified Organisms (GMOs),
- (7) Used equipment, or
- (8) 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.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

H.6 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (July 2007)

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

(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.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

[to be filled in at time of award]

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS AND REPORTING

Contractor key personnel and/or consultants shall have English proficiency to perform contract requirements. Local language ability is desirable. Senior Pakistani staff shall have English and Urdu proficiency, and other local language proficiency is desirable. If a senior Pakistani staffer is assigned to a province, the staffer must speak the local language in addition to English and Urdu. It is preferred by USAID/Pakistan that the Contractor establish a Report Coordinator position whose main responsibility will be to make sure that all reports and supporting documentation from the Contractor are presented in a concise, coordinated methodology that meet the requirements of USAID reporting.

H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractors will use the e-SRS to comply with the reporting requirement in FAR clause 52.219-9 "Small Business Subcontracting Plan" which will be made as part of this contract. Contractor will electronically route summary paper SF 295 report to the office of Small Disadvantaged Business (OSDBU) and electronically enter the SF 294 information into e-SRS (www.esrs.gov). The Contractor's subcontracting plan dated [TBD] is hereby incorporated as a material part of this contract.

H.12 EXECUTIVE ORDER ON TERRORISM FINANCING

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 legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/ sub-awards issued under this contract.

H.13 REPORTING ON TAXATION OF U. S. FOREIGN ASSISTANCE

(a) Annual Report. The Contractor must annually submit a report on or before November 17 for each foreign country on the amount of foreign taxes charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at USD \$500 or more financed with U.S. foreign assistance funds under this contract during the prior U.S. fiscal year, and the amount reimbursed by the foreign government. [Reports are required even if the Contractor did not pay any taxes during the reporting period.]

(b) Terms. 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, supplies, 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.

(c) Where. Submit the reports to:

USAID Payment Office: TBD

(d) Contents of Report. The reports must contain:

- (i) Contractor/grantee name;
- (ii) contact name with phone, fax and email;
- (iii) agreement number(s) if reporting by agreement(s);
- (iv) amount of foreign taxes assessed for each foreign government.
- (v) amount of any foreign taxes reimbursed by each foreign government.

(e) Subcontracts. The Contractor/grantee 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 GRANTS UNDER USAID CONTRACTS

Under this contract the Contractor may execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations (CFR) 22 CFR 226 and 22 CFR 216.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

- a. The total value of any individual grant to any US non-governmental organization shall not exceed \$100,000.00
- b. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COTR shall have authority to approve the grant recipient selection.
- c. Requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.
- d. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- e. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.
- f. The terms of grants issued by the Contractor may not exceed the expiration date of the contract.

H.15 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered confidential and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.16 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.17 PERSONNEL COMPENSATION

(1) US Citizens

(a) Limitations:

(i) 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 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.

(ii) 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 of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/oca/08tables/html/es.asp>, 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."

(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 the employee promptly to the point of origin by the most direct and expeditious air route.

(d) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the COTR; 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 USAID CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the written approval of the Contracting Officer.

(e) Initial Salaries

The Contractor must retain any approvals issued pursuant to the above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(2) Third Country Nationals (TCN's)

Third Country Nationals living in Pakistan are normally paid according to the established local compensation plan (LCP) as set by the US Embassy in Islamabad. Should the Contractor believe a local position in this contract should be paid at a level above the maximum authorized by the LCP then a

justification must be submitted to the COTR who in turn must seek approval from the Mission Director. Upon Mission Director approval the salary request will be submitted to the Contracting Officer for consideration.

(3) Cooperating Country Nationals (CCN's)

The United States Government through the US Embassy in Islamabad has established a local compensation plan (LCP) for Contractor's to use as guidance for employing Pakistan nationals. Should the Contractor believe a position in this contract should be paid at a level above the current LCP then a justification must be submitted to the COTR who in turn must seek approval from the Mission Director. Upon Mission Director approval the salary request will be submitted to the Contracting Officer for consideration.

(a) Work Week

(i) 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.

(ii) 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 Cooperating Country associated with the work of this contract.

(b) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by Contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations. Short-term expatriate personnel are authorized to work a six-day workweek, with no premium pay.

(i) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration 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.

H.18 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a Personal Services Contract or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

USAID/W Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The Contractor is required to include this clause in any subcontract that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

H.19 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor’s proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name

Services to be Performed

Amount

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

[END OF SECTION H]

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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
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	SEP 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
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	JAN 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
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004

52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	SEPT 2006 OCT 2001
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.232-1	PAYMENTS	APR 1984
52.233-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE U.S.	MAR 2008
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.233-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I	OCT 2003 FEB 2002
52.233-1	DISPUTES	OCT 2003
52.233-3	PROTEST AFTER AWARD ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO	AUG 2003

FOREIGN NATIONALS		
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II	AUG 1987 APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUNE 2007 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
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
752.7007	PERSONNEL COMPENSATION	JUL 2007
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
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984

752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the completion date of the contract.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six years.

I.4 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 are attached.

(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.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages *[to be inserted at time of award]*, 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 *[to be inserted at time of award]* upon which this contract is based.

I.6 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

(a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally-financed procurements must be covered by source/origin and nationality waivers as set forth in Subpart F of 22 CFR Part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.8 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include

increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.9 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.10 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

I.11 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

(a) Large and small business is encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime Contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR Parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

I.12 752.219-71 MENTOR REQUIREMENTS AND EVALUATION (JULY 2007)

(a) Mentor and Protégé firms shall submit an evaluation of the overall experience in the Program to OSDBU at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the Mentor and Protégé will formally brief the USAID Mentor-Protégé Program Manager regarding Program accomplishments under their Mentor-Protégé Agreement.

(b) Mentor or Protégé shall notify OSDBU in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the Program.

[END OF SECTION I]

PART III

List of Documents, Exhibits, and Other Attachments

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT # TITLE

ATTACHMENT A: MATRIX FROM GoP MINISTRY OF LAW

USEFUL LINKS

1. ASIAN DEVELOPMENT BANK ACCESS TO JUSTICE PROJECT DOCUMENTS:
<http://www.adb.org/Projects/project.asp?id=32023>
2. US AGENCY FOR INTERNATIONAL DEVELOPMENT: <http://www.usaid.gov>
3. USAID AUTOMATED DIRECTIVES SYSTEM (ADS): www.usaid.gov/pubs/ads.
4. PAKISTAN RULE OF LAW ASSESSMENT FINAL REPORT:
<http://www.usaid.gov/pk/governance/index.htm>
5. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):
<http://www.usaid.gov/sa/usaid/sf1034.pdf>

[END OF SECTION J]

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.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
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FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

K.2 and 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
 - (2) The small business size standard is \$6.5 million.
 - (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 <https://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.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Federal Agency and/or Federal Official Where Filed:

The Offeror further certifies that: the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Federal Agency and/or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of interim Exemption.

The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c) (1) or (c) (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

K.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked "Yes" above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 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.6 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 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>; (FAR)

<http://www.usaid.gov/pubs/ads/300/aidar.pdf> AIDAR; a Word version of the AIDAR is also available at

<http://www.usaid.gov/pubs/ads/300>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time: if stated as a number of days, is calculated using calendar days unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the effective period shall be the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers must ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications *or* revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer must not unduly delay the acquisition; and—

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225- 17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received,

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal must contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that must otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

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

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

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

(iv) A summary of the rationale for award.

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

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

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

The Government contemplates award of a cost reimbursement completion type contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt.

Hand-Carried Address:

Office of Acquisition and Assistance
USAID
14th Street Entrance
1300 Pennsylvania Avenue, NW
Washington, DC 20523
USA

Mailing Address:

Office of Acquisition and Assistance
USAID
1300 Pennsylvania Avenue, NW
Washington, DC 20523
USA

FAX Number:

1-202-712-3134

(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 GENERAL INSTRUCTIONS TO OFFERORS

(a) Multiple Awards. The U. S. Government anticipates awarding one contract as a result of this Solicitation. This Solicitation is **not** a small business set-aside. The Agency reserves the right to award more or fewer awards than the anticipated number of contracts stated above.

(b) RFP Instructions. If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be down-graded and not receive full or partial credit under the applicable evaluation criteria. If an Offeror does not understand the instructions in this Solicitation, then it must write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of proposals in order to obtain an answer in time to meet that deadline.

(c) Accurate and Complete Information. Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime Contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime Contractor's institution.

(e) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed costs/prices and indirect cost information as required by Section B of this RFP;
- (3) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and
- (4) Submission of information required by Section L or any other section of this RFP.

The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required, including whether or not the Offeror has a Secret level security clearance.

(f) Proposal Preparation Costs. The U.S. Government will not pay for any proposal preparation costs.

(g) Submission of Alternate Proposals. All Offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an Offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(h) Proposals shall remain available for acceptance by USAID for a minimum of one hundred and twenty (120) days.

L.6 DELIVERY INSTRUCTIONS

1. Questions Concerning the Solicitation:

(a) Questions in response to this solicitation must be received in writing via e-mail at amosle@usaid.gov. Only questions submitted via email will be considered. No phone calls for information will be accepted. Each e-mail must contain a subject line which clearly indicates the solicitation number and the name of the Offeror. All questions and requests for clarification should be received no later than **as specified in the cover letter**

USAID intends to submit answers to questions via a posting on FedBizOpps (www.fbo.gov) as an addition to the solicitation.

2. Proposals in Response to Solicitation:

(a) Closing Date and Time. All proposals in response to this RFP shall be due at the USAID Office of Acquisition and Assistance, USAID, 1300 Pennsylvania Avenue, NW, Washington, DC 20523, USA no later than **as specified in the cover letter**.

Proposal Documents

(a) Number and type of printed copies.

DOCUMENT	TECHNICAL PROPOSAL # of Copies	COST PROPOSAL # of Copies
Original	1	1
Paper copies	5	1
Text accessible CD-ROM	2	2

(a) Technical Proposal: **An original plus five (5) copies** of the printed Technical Proposal are required. Technical and Cost proposals must be kept separate 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. Separate technical and cost proposals from each other.

(b) Cost proposal: **An original and one (1) printed copy** of the Cost proposal is required.

(c) Printed copies of the Technical Proposal and Cost proposal must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: 391-09-010
"Strengthening Justice with Pakistan" (SJP)
Offeror's Organizational Name

(d) The Offeror will send two copies of both the Technical Proposal and the Cost proposal on two separate text accessible CD-ROM's (one copy of both the Technical Proposal and the Cost proposal per CD-ROM) and enclose the two CD-ROM's in the envelope with the Cost proposal for mailing. The electronic files shall presented in either Word and/or Excel formats and will represent the final versions of the printed documents.

(e) Mailing Address:

Technical and Cost proposals **must** be hand delivered or sent via Courier Service to:

USAID
Office of Acquisition and Assistance
1300 Pennsylvania Avenue, NW 20523
USA
Point of Contact for Mailing: Mr. Albert P. Moesle,
Room 7.10-62, Ext. 24991

L.7 DELIVERIES TO LOADING DOCKS

(a) ALL Offerors delivering proposals through carriers other than UPS or FedEx, including individual hand delivery, must complete a Freight Delivery Request Form (found in Section J) and provide it to the Mr. Albert P. Moesle 72 hours in advance of delivery via facsimile. The facsimile number is 1-202-216-3134. The Contracting Officer or his/her designee will forward the form to Bureau of Management, Office of Administrative Services, Consolidation, Property, and Services Division (M/AS/CPD), Ronald Reagan Building & International Trade Center (ITC) Loading Dock Manager. The telephone number for ITC is 1-202-789-4388. Once an RRB loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance for compliance with FAR 52.215-1(c).

(b) USAID delivery hours are from 9:00 a.m. to 3:00 p.m., Monday through Friday. Deliveries to be made before 9:00 a.m. and after 3:00 p.m. must receive prior approval from M/AS/CPD.

(c) Advance notice of 72 hours must be given for all deliveries to the RRB. The freight company must fill out the Freight Delivery Request Form, then the customer must sign it and forward it to the M/AS/CPD. GSA controls deliveries to the RRB and will not accept unscheduled deliveries. Deliveries through the ground-level doors, on either the 13th street, the 13 1/2 street, or the 14th street, are strictly prohibited and will be turned away.

(d) All vendors must report to the Southeast Federal Center, 3rd & M Street SE, Washington, DC, for security scanning prior to reporting to the RRB. When the scanning is complete, the vendor has 30 minutes to report to the RRB.

(e) The Loading Dock entrance is located at the 14th Street, South entrance to the RRB. The security guard will check for a valid state driver's license or commercial driver's license (CDL), vehicle registration card, and Bill of Lading/Manifest, and will inspect the vehicle for security purposes.

(f) Vendors making repeat daily deliveries (such as United Parcel Services (UPS), Federal Express (FedEx), and U.S. Postal Services) must submit an annual roster with the required information to M/AS/CPD for the primary and alternate driver. Any changes to this roster must be immediately reported to M/AS/CPD.

(g) Preferred truck size is 55 feet from bumper to bumper. If a larger truck is needed, the maximum trailer size is 45 feet, and the cab has to be parked in another bay. Arrangements must be made in advance with M/AS/CPD to ensure that a bay will be available to park the cab during off-loading.

(h) Vendors and/or clients must mark at least two sides of all deliveries, see information below. The following information must appear on the package/packing slip:

AGENCY: U.S. Agency for International Development,
NAME: Mr. Albert P. Moesle
ADDRESS: 7.10-062, RRB
USAID, Office of Acquisitions and Assistance
1300 Pennsylvania Avenue, NW
Washington, DC 20523
USA
PHONE NUMBER: 1-202-712-4991.

(i) The driver is responsible for ensuring that all goods and materials are scanned through the loading dock X-ray machine. The driver must provide hand trucks, pallet jacks, or any other equipment needed to unload the delivery.

(j) After the goods have been inspected and approved by the GSA Dock Guards, the USAID Designated Receiving Agent will deliver them to the customer for USAID.

(k) If the Offeror elects to hand-deliver the proposal, USAID advises the Offeror that must security requirements at the RRB result in the proposal not reaching the designated office or being accepted by the Contracting Officer or his/her representative by the closing time for proposal submission in L.6, the proposal may be determined to be "late" in accordance with FAR 52.215-1. Building security has the discretion to decide whether or not to allow the hand carrier into the building. Offerors must use the 14th Street door between U.S. Customs and USAID. Once past security, and in USAID's lobby, please contact the Contract Specialist at (SF 33, Block 10). Only packages/boxes hand-carried (suggest having the box unsealed and open to expedite clearance) may be delivered through this entrance. No handcars, dollies, etc. are allowed in the RRB lobby. USAID advises that the Offeror provide a freight delivery form 72 hours in advance in case security does not allow the hand carrier through and routes them to the loading dock.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

NOTE: In the following proposal preparation instructions (Sections L.8 and L.9), “major subcontractors” are those subcontractors expected to perform at least 20% of the technical effort or to provide the professional expertise for a particular component of the Section C.3, even if the sector is expected to be less than 20% of the effort under the contract under this RFP.

(a) Offerors must organize the Technical Proposal to follow the technical evaluation criteria specified in Section M. The page length for the technical approach shall not exceed thirty (30) pages and the length of the entire Technical Proposal should not exceed 45 pages exclusive of Annexes and other pages not subject to a page limitation as specified in (b) below.

Therefore, Technical Proposals must be organized in the following manner:

- I. Technical Approach
- II. Personnel
- III. Management Capability
- IV. Past Performance
- V. Annexes

- Annex A – Draft Performance Monitoring and Evaluation Plan
Annex B – Resumes (Key Personnel)
Annex C – Letters of Commitment (Key Personnel)
Annex D – Staffing Pattern
Annex E – Rapid Mobilization Plan
Annex F – Past Performance Chart
Annex G – SF-294 Form (Subcontracting Report for Individual Contracts)

(b) The written Technical Proposal is limited to 45 (forty-five) pages, including a limit of 30 (thirty) pages for the technical approach section, and shall be written in English. USAID will not evaluate information submitted above this page limit. Do not use a type smaller than 11 pitch. Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively. The Technical Proposal shall be submitted in three-ring binders with sections separately tabbed and include the information set forth below.

Note: A page in the Technical Proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the page limitation.

Not included in this page limitation are the following:

- Table of Contents;
- Dividers
- Annexes (as specified in (a) above)

(c) Information from annexes should be summarized in the narrative of the Technical Proposal.

I. Technical Approach

Offerors must be sensitive to the situation and opportunities in Pakistan and balance the need to consider international best practices with a unique, country specific approach. Not only does actual corruption and abuse of authority exist in the judicial system, but gross inefficiencies lead people to expect the worst and this gives the perception of corruption. The problems of corruption and inefficiency prove particularly pernicious at the lower court levels and affect judicial efficiency, transparency, accessibility and independence and accountability. Each Offeror will submit a technical proposal that will describe convincingly, the Offeror's approach to completing Component 2 (Strengthening the Judiciary) of Section C.3 within the Pakistan context, with a specific focus on implementing activities and achieving results in the demonstration districts. The Offeror should address the specific interventions and activities they would implement in a demonstration district, how these interventions will be introduced into the courts, and how these interventions will achieve the required results in terms of judicial efficiency, transparency, accessibility, independence, and accountability. The Offeror should also address the following elements:

1. How to obtain initial buy-in from judicial authorities, individual courts and citizens to design and implement the SJP, and specifically how they will obtain buy-in to implement specific initiatives and components in the demonstration districts;
2. How to overcome possible challenges and/or obstacles to implementation;
3. How to graduate assistance to demonstration districts and scale-up/expand the judicial reform interventions beyond the initial demonstration districts;
4. How to ensure effective monitoring and evaluation by the judiciary itself to ensure that these improvements prove sustainable and become institutionalized.

The Offeror's approach need not discuss every component and activity in the SJP (see Section C.3), just those that the Offeror believes are most relevant. However, how the Offeror intends to, if at all, use strategically the Incentive Fund, Grants-Under-Contract, Legal and Policy Dialogue, and/or other components or activities to achieve results in the demonstration districts (described under Component 2 of Section C.3) should also be addressed. Gender consideration must be addressed.

The Technical Proposal also must include the following:

Performance Monitoring and Evaluation Plan (PMEP):

The PMEP (Annex A) will reflect the latest social-scientific standards to measure the impact of programmatic interventions. To the extent possible, the Contractor should introduce an element of stratified randomness in selecting the demonstration districts and control districts. This will involve the collection of baseline and outcome data in an appropriate number of target and control units. The Draft PMEP shall include:

- Discussion of the method used to select measurable units, i.e. districts, including both the treatment and control groups according to criteria that make a rigorous comparison possible;
- A description of the methodology for gathering and analyzing baseline data in both demonstration and control districts as well as for gathering outcome data during each year of project implementation;
- Suggested indicators that will be used to measure output, outcome and impact in achieving the objectives and sub-objectives, including indicators to measure progress toward completing activities, achieving the results specified in each component of the Section C.3 , and ensuring client satisfaction and overall project impact;

A timeline for completing the PMEP during the first 180 days of the Contract (see Section F.4)

It is the Offeror's responsibility to ensure that all costs associated with the implementation of the PMEP are considered in the Cost Proposal.

II. Personnel

Key Personnel

The contract resulting from this solicitation includes a key personnel clause. Key personnel (see Section F.8) are those individuals whose performance is critical to the success of the contract. Offerors shall identify the individual proposed for each key position and submit a complete and current resume (not to exceed three pages in length) for the proposed candidate for each key position (Annex B). These resumes shall highlight information regarding project management and technical responsibilities over the last ten (10) years. Offerors shall also submit five (5) references, with complete contact information (including e-mail addresses), for each proposed candidate. Offerors also shall include as part of its Technical Proposal a letter of commitment (Annex C) signed by the proposed key person confirming their present intention to serve in the stated position, their present availability to serve, the number of days from contract award that they will be able to mobilize, the length of time they are committing to serve in the position, and that an agreement has been reached between the individual and Offeror concerning salary that is reflected in the cost proposal.

B. Staffing Plan

Offerors shall submit a staffing plan that delineates a strategy that maximizes the use of local expertise and integrate local experts into implementation of the core project.

The staffing pattern (Annex D) should include:

The pattern must be appropriate for implementing the technical approach proposed. The staffing pattern should reflect a complete listing of positions, duty locations, and source of labor (i.e. Pakistani, US expatriate) and the associated lines of responsibility.

III. Management Capability

The Offeror must discuss its experience and associated lessons-learned as well as that of any proposed major subcontractors with the regard to the following:

(i) Discuss experience by components related to the various components described.

(ii) Discuss experience implementing similar projects in contexts similar to Pakistan.

(iii) Describe the management structure for carrying out the Contract. Describe the roles and responsibilities of home office and field staff, their assigned management and decision-making authorities, and the relationship the Offeror will have with expected subcontractors.

The Management Capability also must contain the following component a Rapid Mobilization Plan (RMP) (Annex E):

Time is of the essence in launching and implementing the SJP; a quick start with early demonstrable results is essential. Offerors shall detail a strategy for initial interventions and setting up in-country operations. Proposals should include a plan of a rapid start-up of activities covering the first 90 days of the contract. A Rapid Start-Up Plan must address benchmark technical, management, and logistical (vehicle, office space, etc.) requirements that include: planning and schedule for mobilizing in-country within 21 days of award, for the COP and DCOP mobilizing in-country within 30 days of award, rapid mobilization of other key personnel and expatriate staff, and local staff. The Contractor office in Islamabad shall open within 30 days after the award and provincial offices within 60 days. In order to ensure rapid and visible activity, Offerors must indicate a plan for implementing court improvement activities in at least one demonstration district in two provinces within 90 days of award. The focus of initial activities shall be on reducing case backlog and delay, and improving accessibility and transparency.

IV. Past Performance

(a) Offerors must reference past performance listed in NIH or PPIR's database. The Offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor and joint venture partners (see definition of "major subcontractor" above) in accordance with the following:

1. List in as Annex F to the Technical Proposal up to six (6) of the most recent and relevant contracts for efforts similar to the work in the subject proposal. Be sure to include projects discussed under corporate/institutional capabilities factor. Please indicate which are listed in NIH or PPIRs. The most relevant indicators of performance are contracts of similar scope of work and/or location.

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:

- Summary 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 requested by USAID).

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

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

(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 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/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 three (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 e-mail address for each.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(1) 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.

(2) Part 2 - Proposed Costs/Prices

The significant majority of the budget resources should be devoted to supporting district level results.

(1) The Offeror must submit a summary budget for the contract. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then include the program total for the entire contract, item for item in the last column of the spreadsheet.

The Offeror must also submit a detailed version of its summary budget for the contract period. This budget must reflect detailed individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spread sheet.

The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative must describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (current market value, current catalogue price, current vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

(2) The following is the information required in the budget and budget narrative:

Note: The Offeror should budget the following plug figures: Commodities for Court Improvements (\$2,000,000); Minor Court Renovations (\$8,000,000); IT Equipment and Software for Courts (\$12,000,000); Small Grant Fund (\$4,000,000); and Special Initiative Fund (\$6,000,000).

(A) Salary and Wages - Direct salaries and wages must be proposed in accordance with the Offeror's personnel policies. Unit costs for each proposed position, key or not, must be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary must be applicable. Fully executed Biographical Data Sheets are required for each key person (forms may be obtained at http://www.usaid.gov/procurement_bus_opp/procurement/forms/). Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. Salaries proposed in excess of maximum annual salary rate described in "AAPD 06-03" must be explained thoroughly (see: http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf).

One annual salary increase of not more than 5% 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 USAID CST may be granted only with the advance written approval of the Contracting Officer.

(B) Fringe Benefits - If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate must be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the application must propose a rate and explain how the rate was determined. If the latter is used, the narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

(D) Travel, Transportation, and Per Diem - The application must indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offeror's must review all regulations related to Business Class Travel for Contractor's Employees and base cost/business proposals on current regulations.

(E) Procurement - A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offerors under this USAID-financed award are expected to be subject to the 000 Geographic Code.

(F) Equipment and Supplies - Specify all other equipment, materials and supplies expected to be purchased, including type, unit cost, and units.

(G) Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.

(H) Subcontracts/Consultants – Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information must be provided for all consultants as is provided under the category for personnel.

(I) Allowances - Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.

(J) Office Rent - Specific information regarding the cost of any facilities needed to perform program activities. The information provided must identify the location, the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities must be included in this category; all other facility costs must be included in the indirect cost category.

(K) Other Direct Costs This includes report preparation costs, passports and visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative must provide a breakdown and support for all other direct costs. For seminars, workshops and conferences, the Offeror must indicate the subject, venue and duration of proposed conferences and seminars, their relationship to SJP objectives, along with estimates of costs. Offerors must consider any normal security costs (such as for security-related equipment, communications and guards) required for program implementation; Enhanced Security Costs, however, should not be proposed (see Section F).

(L) Grants-under-Contract: In the presentation of Direct Program Expenditures (K), specify any foreseen grants and corresponding amounts by program objective and Element.

(M) Indirect Costs: The Offeror must support the proposed indirect cost rate with a letter from a cognizant U.S. Government audit agency or with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.) The Offeror must propose indirect cost ceilings. See (4) below for additional information regarding indirect cost submission requirements.

(N) Fee: The Offeror may propose a reasonable fixed fee.

(3) The following standard cost elements shall be included in the submission as applicable. Individual subcontractors must include the same cost element breakdowns in their budgets as applicable.

Cost Element:

Salaries and Wages	\$ _____
Fringe Benefits	\$ _____
Consultants	\$ _____
Travel, Transportation, and Per Diem	\$ _____
Equipment and Supplies	\$ _____
Subcontracts	\$ _____
Allowances	\$ _____
Other Direct Costs	\$ _____
Commodities for Court Improvements	\$ 2,000,000
Minor Court Renovations	\$ 8,000,000
IT Equipment & Software for Courts	\$12,000,000
Small Grant Fund	\$ 4,000,000
Special Initiative Fund	\$ 6,000,000
Indirect Costs	\$ _____
Total Estimated Cost	\$ _____
Fee	\$ _____
Total Est. Cost plus Fee	\$ _____

(4) Indirect Cost Information

a. Offerors must propose ceilings for all indirect costs for the prime and all major subcontractors. Please refer to Section B. Indirect cost information is to support the indirect costs for other direct costs as provided in section B.

(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 does not have a cognizant Government Audit Agency, the proposal shall include:

(A) 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; and

(B) the most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

(3) Part 3 - Representations, Certifications, and Other Statements of Offerors

The Offeror and each proposed subcontractor shall complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K.

The preferred method for submission is to complete the statements at the USG Online Representation and Certification Application (ORCA) web-site at <https://orca.bpn.gov/> , the signed and dated printout must then be submitted with the proposal as an annex.

The second method for the Offer to complete the certifications in Section K and sign and date on the last page in the space provided. This second method must only be used in cases where it is not possible to register with ORCA and must be submitted as an annex.

Offerors must also register with the Central Contractor Registration (CCR) at <http://www.ccr.gov/> . This registration must be printed out and attached as an annex to the proposal.

(4) Part 4 - Policies and Procedures

(1) 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. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

(2) Freedom of Information Act of 1981:

Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

(i) Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.

(ii) Information properly classified or administratively controlled by the Government.

(iii) Information specifically exempted from disclosure under the Freedom of Information Act.

Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

(3) In case of any disagreements or discrepancies between the terms and conditions of this request for cost proposal and the FAR, the latter shall prevail.

(4) The Offeror shall follow the instructions contained in this request for cost proposal and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

(5) Offerors must set forth full, accurate and complete information as required by this request for cost proposal. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(6) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

(7) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

(5) Part 5 - Subcontracting Plan

If the Offeror is other than a small business, it must submit a Subcontracting Plan with estimated costs. The subcontracting plan must include information found at FAR Part 19.704. Submitted Plans must address subcontracting with small business (SB), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(6) 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, must perform the contract as a single entity, they must submit, as an attachment to the Cost 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 the resultant 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.

(7) 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 must 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). An Offeror 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, Small Business Subcontracting, etc.).

(8) Part 8 - Letters of Commitment (Subcontractors)

The Cost 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.

(9) Part 9 - Information to Support Consent to 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.

(10) 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 covered.

(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 core 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 effect at the time of award shall remain enforced throughout the period of the award.

(11) Marking and Branding

Offerors must submit a Branding Implementation Plan (BIP) to address the Branding Strategy described in Section D.2. Offerors must note that the BIP is a separate item and will not be scored. However, the BIP from the apparently successful Offeror will be reviewed and subject to approval prior to contract award. The BIP will not be counted in the page limitation. This BIP must specifically address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Press releases,
 - Press conferences,
 - Media interviews,
 - Site visits,
 - Success stories,
 - Beneficiary testimonials,
 - Professional photography,
 - PSAs,
 - Videos, and
 - Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of an activity, or to an opportunity to showcase publications or other materials, research findings, or activity success. These include, but are not limited to, the following:
 - Launching the activity,
 - Announcing research findings,
 - Publishing reports or studies,
 - Spotlighting trends,
 - Highlighting success stories,
 - Featuring beneficiaries as spokespeople,
 - Showcasing before-and-after photographs,
 - Marketing agricultural products or locally-produced crafts or goods,
 - Securing endorsements from ministry or local organizations,
 - Promoting final or interim reports, and
 - Communicating activity impact/overall results.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 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):

USAID: <http://www.usaid.gov>

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

AIDAR: <http://www.usaid.gov>

NUMBER	TITLE	DATE
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FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

M.2 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.
- (b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- (c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.
- (d) For overall evaluation purposes, technical factors are considered significantly more important than cost/price factors.

M.3 DETERMINATION OF COMPETITIVE RANGE

- (a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.
- (b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit

the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.4 TECHNICAL EVALUATION CRITERIA

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of information. Offerors should note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offerors should address. Within each category, sub-criteria without points indicated are considered equal in importance.

<i>Item</i>	<i>Points of Total Evaluation</i>
A. Technical Approach	35
B. Personnel	30
C. Management Capability	20
D. Past Performance	15
Total	100

(a) Technical Approach (35 points)

1. Extent to which the Offeror convincingly demonstrates an understanding of the technical requirements delineated in Section L.8; and integrates gender considerations. (25 points)
2. Extent to which the PMEP is clear, appropriate, sound, and feasible; serves as an effective tool to monitor program implementation; demonstrates a solid understanding of the work requirements; and integrates gender considerations. (10 points)

(b) Personnel (30 points)

1. Extent to which the proposed key personnel demonstrate the Offeror's ability to effectively implement the contract. (20 Points)
2. Extent to which the staffing plan maximizes the utilization of local expertise and demonstrates the Offeror's ability to implement the program and the proposed technical approach proposed. (10 Points)

(c) Management Capability (20 points)

1. Extent to which the Offeror's management capability proposal demonstrates the ability to implement the program effectively. (10 points)
2. Extent to which the Rapid Mobilization Plan (RMP) demonstrates a rapid, yet realistic launch and initiation of activities. (10 points)

(d) Past Performance (15 Points)

- (1) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the Offeror/subcontractor. USAID will utilize existing databases of Contractor performance information and solicit additional information from the references provided in accordance with Section L of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.
- (2) If the performance information contains negative information on which the Offeror has not previously been given an opportunity to comment, USAID will provide the Offeror an opportunity to comment on it prior to its consideration in the evaluation, and any Offeror comment will be considered with the negative performance information.
- (3) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (4) The Contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - (a) Quality of product or service, including consistency in meeting goals and targets.
 - (b) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - (c) Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks.
 - (d) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
 - (e) Customer satisfaction with performance, including end user or beneficiary wherever possible.
 - (f) Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
 - (g) Prime Offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint ventures, and in other teaming arrangements.
- (5) In cases where (i) an Offeror lacks relevant performance history, (ii) information on performance is not available, or (iii) an Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor, then the Offeror will not be evaluated favorably or unfavorably on performance. The "neutral" rating assigned to any Offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an Offeror's performance.

Note regarding SDB Prime Offerors: A Small Disadvantaged Business (SDB) submitting an offer as prime Contractor is entitled to a price evaluation adjustment (see FAR clause 52.219-23) or may elect to receive the SDB participation program evaluation credit as described below and in Section L. SDB Offerors may not receive both the price evaluation adjustment and SDB participation program evaluation credit. If an SDB submits a proposal as a prime Contractor and does not waive the cost/price adjustment in FAR 52.219-23(c), the Government will evaluate all other offers by adding a factor of 10 percent (10%) to the cost/price, except those from SDBs who did not waive the price evaluation adjustment. In this case, however, the offer from this SDB prime will not be evaluated against the criterion below.

USAID will evaluate all proposals, except for those from small disadvantaged businesses who do not waive the price evaluation adjustment, in accordance with the following criteria for SDB participation:

The extent to which SDB concerns are specifically identified in the Offeror's proposal.

M.5 PRICE/COST EVALUATION

Proposed cost will not be scored, but will be a selection factor and considered in terms of the total proposed amount, proposed cost and the proposed fee. A cost realism analysis will also be conducted.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance, within the Offeror's technical and Management Capability. Cost realism evaluation shall be performed as part of the evaluation process:

- (a) to verify the Offeror's understanding of the requirements;
- (b) to assess the degree to which the cost/price proposal accurately reflects the approaches and/or risk assessments made in the technical and Management Capability as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and
- (c) to assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the Technical Proposal.

In evaluating the Offeror's Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government's judgment will result from the Offeror's performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the Offeror's proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

M.6. SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing Technical Proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.

[END OF SECTION M]

ATTACHMENT A

**These comments on the Strengthening Justice Project prepared by the
Government of Pakistan, Ministry of Law, Justice and Parliamentary Affairs
Access to Justice Project Management Unit**

Activity-1: Strengthening the Judiciary

Objectives	Sub Objectives	Work done by AJP
A. Case Delay Reduced through Enhanced Court Efficiency	1. Implement systematic program for case delay reduction	<ul style="list-style-type: none"> • Curricula and training modules developed on Case Delay Reduction. • Training imparted to selected groups of Judicial Officers in High Courts. • Development of Case Flow Management System to enhance the court efficiency by reducing delays.
	2. Introduce modern case management techniques	<ul style="list-style-type: none"> • AJP planned to automate justice sector institutions and their integration. • Requirement analysis and Networking Plan finalized for Automation • Prototype of Case Flow Management System developed • Curricula and training modules developed on case management techniques • Training imparted to selected groups of Judicial Officers by well known International Experts.
	3. Introduce professional court administration	<ul style="list-style-type: none"> • Training courses developed to introduced professional court administration
	4. Facilitate alternative dispute resolution (ADR)	<ul style="list-style-type: none"> • Anjuman-e-musalehat established in Provinces to promote ADR. • Amendment in Section 89 of CPC introduced to promote ADR • Impact study on ADR conducted under AJP • Training material prepared to introduce ADR techniques. • Research work/ study conducted for establishment of Mediation Centers
	5. Strategic planning and budgeting	<ul style="list-style-type: none"> • MTBF and LTEP mode of budgeting introduced in High Courts. • Training imparted to concerned court officials in the area of MTBF. • Curricula and training modules developed on Fiscal and Financial Management. Training imparted to the concerned officers of all the Four High Courts on Fiscal and Financial Management.
	6. Implement electronic court information systems	<ul style="list-style-type: none"> • Prototype of software developed • LCD monitors provided to Sindh and Peshawar High Court. Installation under process
B. More transparent and Publicly	1. Prepare and publish annual reports	<ul style="list-style-type: none"> • Scheme already launched to prepare and published annual reports of High Courts. • Capacity building of Peshawar High Court for preparation and publishing of annual reports.

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Oriented Court.		Consultancy services also provided to Ombudsman office in this regard.
	2. Publish judicial decisions	<ul style="list-style-type: none"> Module of record archiving and library management system software being developed.
	3. Random case assignment	<ul style="list-style-type: none"> Case fixation module being developed under AJP Batch-VI (Automation). Prototype prepared.
	4. Expand and improve court web sites	<ul style="list-style-type: none"> Websites of Provincial Ombudsmen offices developed. IAs websites revamped under AJP. Scheme prepared to develop court websites under Batch-VI of AJP
	5. Develop and implement media strategies to raise public awareness	<ul style="list-style-type: none"> A comprehensive Media Strategy developed under AJP to raise public awareness but implemented partially due to closure of TA Loan
	6. Improve outreach and partnership with citizens to expand public awareness of the justice system and reform initiatives	<ul style="list-style-type: none"> Organized 133 workshops/ seminars country wide to promote awareness of legal rights, obligation, mode of redress through existing as well new structures and disseminate knowledge based products. 2 million copies of booklets on 100 legal topics of common use prepared in questions and answers format in a reader friendly style. Distribution of these materials is in progress. Similar booklets on another 117 topics of common interest are under print. Summaries of 9 laws in easy to read and understand format in Urdu and Sindhi are under print. Another 13 laws translated in easy to understand Urdu in a simplified format are at publishing stage. Distribution of these informative materials carried out through DCOs, Bars, Public Libraries, Law schools and Zila, Tehsil and Union Councils. Information kiosks established at entrances of District Courts in all Model Districts.
	7. Improve judiciary-media relations	<ul style="list-style-type: none"> Media Strategy developed and seminars on Role of Media in Accessing Justice conducted
C. More Accessible Courts and Judicial Operations	1. Identify and address obstacles to using the courts	<ul style="list-style-type: none"> Research studies conducted identifying the priorities and feeling the capacity building gaps
	2. Strengthen citizen-court liaison committees	<ul style="list-style-type: none"> CPLC established Training material prepared for capacity building of CPLCs. Booklet in Urdu and English prepared on CPLC for its promotion
	3. Bench-bar liaison committees	<ul style="list-style-type: none"> BBLC established.
	4. Support information kiosks	<ul style="list-style-type: none"> Public information kiosks established in all Model Districts (at least 10 in each province) to act not only as information counters but also serve as centers for

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		<p>receiving complaints/ suggestions for further action by the District Judges in Citizen Court Liaison Committees or by Members Inspection Team of the High Court as the case may be.</p> <ul style="list-style-type: none"> • Training material for the officials working on PIKs prepared. Training workshops of the concerned staff conducted at Balochistan, NWFP and Karachi
D & E. Enhanced Judicial Independence and Accountability	1. Enhance judicial supervision and monitoring	<ul style="list-style-type: none"> • Reviving High Courts inspection teams where existing but dysfunctional and creating such institutions where non existing, to actively monitor district judiciary. Civil and criminal courts separated where feasible (70% cases) in the interest of specialization. • Development of software "Monitoring and Inspection of Lower Courts" under process
	2. Introduce merit-based appointments and promotion of judges	<ul style="list-style-type: none"> • High Courts were encouraged for merit based transparent appointments. • The High Courts adopted affirmative policy to increase the number of judges particularly female judges.
	3. Enhance monitoring and evaluation capacity of the National Judicial Policy-making Commission	<ul style="list-style-type: none"> • Development of Monitoring and Evaluation software for NJPMC under process. • Training modules on judicial independence and accountability developed but training could not imparted due to closure of TA Loan. • Capacity building initiatives of LJCP which serves as secretariat of NJPMC.
	4. Strengthen public grievance procedures	<ul style="list-style-type: none"> • National Provincial and District Public Safety Commissions established. • A handbook on handling of public complaints published and disseminated to all agencies/ departments. • Principal Officers, authorized to act on behalf of head of office to receive complaints and provide redress, got nominated in all Ministries/ Divisions and Departments of Federal and Provincial governments. • All Ombudsman provided with upgraded websites to entertain online complaints of citizens. • All Ombudsmen provided with templates for publishing annual administration reports in the interest of transparency and broader use of Ombudsmen services through knowledge of action organized by these institutions depicted in such reports. • Provision of consultancy services to provincial Ombudsman, Sindh. • Provision of IT equipment and resources for organizing promotional events to provincial Ombudsman, Balochistan. • Organized an all Ombudsman consultative conference in April, 2007 to identify the line of further action to promote the use of Ombudsmen services as an inexpensive/informal and people friendly mode of

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		grievances redress.
2: Building Capacity through Legal Training and Enhanced Professionalism	1. Strengthen the Federal Judicial Academy and Provincial Training Institutes	<ul style="list-style-type: none"> • A scheme worth 7.485 million completed. Further a new scheme worth 32.072 million approved for strengthening of FJA. • New training modules developed for Provincial training institutes.
	2. Conduct training needs assessments	<ul style="list-style-type: none"> • Comprehensive TNAs conducted under AJP.
	3. Develop curriculum and training modules	<ul style="list-style-type: none"> • 32 training modules /curricula for capacity building of judiciary developed and trainings conducted.
	4. Institutionalize Training of Trainers	<ul style="list-style-type: none"> • ToT training conducted by international expert at Federal Level, participated by Senior Judicial Officers from all four Provinces
	5. Develop mentor/ apprenticeship programs	<ul style="list-style-type: none"> • Scheme prepared in collaboration with HEC but could not implemented due to closure of TA Loan
	6. Introduce and train on judges to serve as court administrators	<ul style="list-style-type: none"> • Training courses developed and training imparted to selected groups of judicial officers
	7. Provide in-service training and continuing legal education (CLE)	<ul style="list-style-type: none"> • A comprehensive TNA conducted and curricula developed by International expert. • Training (ToT) imparted to the Judges from all Four High Courts in year, 2007.
	8. Support the expansion of prosecutor training	<ul style="list-style-type: none"> • Training modules prepared but training could not imparted due to TA Loan closure.
	9. Conduct evaluations of the trainings	<ul style="list-style-type: none"> • A comprehensive M&E system developed in this regard.