



USAID | RWANDA

FROM THE AMERICAN PEOPLE

August 4, 2020

RFQ Issuance Date: August 7, 2020
RFQ Closing Date: September 6, 2020
Closing Time: 5:00 pm CAT (Kigali time)

Subject: USAID/Rwanda -SOL-696-20-000003 - Request for Quotations to Perform Services as a Disability Advisor

Dear Sir/Madam,

USAID/Rwanda intends to enter into a Fixed-Price Purchase Order with a responsive and responsible individual to advise USAID/Rwanda on how it can be more inclusive in programmatic and hiring practices.

You are invited to provide USAID with a quotation for providing the requested services. Kindly send your response to Hadiza Linganwa at hlinganwa@usaid.gov with a copy to Reid H. Ahl, at rahl@usaid.gov no later than the date and time specified above.

Please note that issuance of this solicitation does not constitute an award or any commitment on the part of the U.S. Government nor does it commit the U.S. Government to pay for the cost incurred in the submission of a quotation. Further, the Government reserves the right to reject any or all quotations received, and to negotiate separately with an Offeror, if such action is considered to be in the best interest of the Government.

Sincerely,

Reid H. Ahl, CM
Supervisory Executive Officer

1. TITLE AND PURPOSE

Title: USAID/Rwanda Disability Advisor

Purpose: To advise USAID/Rwanda on how to be more inclusive in programmatic and hiring practices.

2. CONTRACT TYPE

USAID/Rwanda intends to award a firm-fixed-price (FFP) type purchase order.

3. STATEMENT OF WORK – Disability Advisor

Background: USAID/Rwanda is implementing a new Country Development and Cooperation Strategy (CDCS) for years 2020-2025 which includes an emphasis on incorporating the inclusion of persons with disabilities in USAID development projects. Additionally, the interagency represented at the U.S. Embassy seeks to improve how it includes persons with disabilities in daily operations.

Objectives: To establish programs and working groups that support inclusion for persons with disabilities in USAID programming and operations. Such programs are intended to enhance employment and development opportunities for persons with disabilities and establish venues for meaningful consultation and discourse related to the effective implementation of U.S. and local laws, which are intended to empower and increase the participation of persons with disabilities.

Scope: The consultant will advise USAID/Rwanda on how to be more inclusive in programmatic and hiring practices.

Tasks/Deliverables:

- Advise the existing Gender Equality and Social Inclusion (GESI) working group to strengthen its capacity to provide technical advice and discuss best practices for integrating persons with disabilities in development programs and discuss personnel practices (hiring, equal opportunity, etc.) to ensure U.S. government (USG) interagency partners and implementing partners are prepared to provide a welcoming environment to hire and support employees with disabilities. Provide guidance to the Disability Activity Agreement/Contract Officer Representative(s) (A/CORs), and support project and activity development teams working on GESI cross-sector issues in their design process and performance management plans (PMP).

- Provide advice and support to USAID staff, implementing partners, and USG interagency partners to design and manage programs that incorporate inclusion of persons with disabilities.
- Initiate, design, and coordinate projects that will improve the personnel practices and employment opportunities for persons with disabilities in order to facilitate their representation.
- Attend, as an observer, and establish liaison with local groups, government, and non-governmental organizations that seek to support accommodations and are concerned with achieving representation and utilization for persons with disabilities.
- Provide disability awareness training and/or facilitate other Mission disability conversations, as needed.
- Undertake an accessibility audit of buildings and offices and make accessibility recommendations for persons with disabilities.
 - a. Embassy compound
 - b. Facilities of USAID implementing partners
- Provide a written report at the end of consultation that outlines:
 - c. Findings
 - d. Actions taken
 - e. Recommended next steps

Level of Effort: Projected initial period of 130 days (six months). See also Period of Performance.

Delivery: Services and documents will be provided in an inclusive and accessible format to USAID/Rwanda or other organizations as directed: the inter-agency represented in the U.S. Embassy Kigali, USAID/Rwanda implementing partners, Government of Rwanda, as well as governmental and non-governmental organizations.

Government-Furnished Property: The government will provide access to strategy documents, limited access to USAID offices and the USAID information technology network (AIDNet), a USAID.gov email address, and a soft token for remote access. In accordance with U.S. law, any necessary accommodations will be provided.

Security Considerations: Certain documents are “Sensitive but Unclassified” and may not be released to the general public. The consultant would be subject to a local background check and would be required to execute a non-disclosure agreement with the USG (as represented by USAID).

Travel: Limited travel within Kigali and environs may be necessary in order to complete all tasks. Occasional travel within Rwanda to implementation sites of USAID partners may be undertaken.

Unique Requirements: The successful candidate will have:

- a. Knowledge of local laws and resources regarding support and accommodations for persons with disabilities.
- b. Ability to understand and apply principles, practice, laws, regulations and methods of U.S. government Equal Employment Opportunity (EEO) and Disability Program.
- c. Knowledge of international standards surrounding the mainstreaming of persons with disabilities for human resources management, infrastructure, and general integration in programs and projects.
- d. Knowledge of the principles, practices, laws, and regulations of Rwanda related to persons with disabilities.
- e. Knowledge of personnel policies and practices; skill to analyze organizational policies and practices to identify barriers and to propose solutions to EEO/disability and reasonable accommodation problems; and knowledge of the particular employment problems faced by the disabled and other relevant classes of persons.
- f. Work performed must have included at least two years specially related to the Disability Program area;
- g. University-level education in a related field.

4. PLACE OF PERFORMANCE: Kigali, Rwanda

5. PERIOD OF PERFORMANCE: On/about September 28, 2020 through on/about April 9, 2021 for 130 days; period of performance may be extended through an amendment to the purchase order.

6. GENERAL INSTRUCTIONS TO OFFERORS

Offerors must submit proposals electronically, via email and attachments must be compatible with MS WORD and MS EXCEL, or in PDF. USAID has encountered frequent problems with the receipt of *.zip files due to the anti-virus software. Therefore, Offerors are discouraged from sending files in this format as we cannot guarantee receipt by the internet server.

Please submit your proposal electronically to hlinganwa@usaid.gov with a copy to rahl@usaid.gov no later than the date and time specified on the cover letter of this Solicitation.

The Technical Proposal and Price Proposal 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.

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

a. TECHNICAL PROPOSAL INSTRUCTIONS

The Offeror shall include in the technical portion of the quotation:

1. A narrative to discuss the methodology to complete the deliverables for USAID/Rwanda as outlined in this Statement of Work.
2. A minimum of three (3) references who can attest to your performance and expertise in similar work.
3. Résumé or curriculum vitae; required qualifications are as outlined in “Unique Requirements:
 - i. Knowledge of local laws and resources regarding support and accommodations for persons with disabilities.
 - ii. Ability to understand and apply principles, practice, laws, regulations and methods of U.S. government Equal Employment Opportunity (EEO) and Disability Program.
 - iii. Knowledge of international standards surrounding the mainstreaming of persons with disabilities for human resources management, infrastructure, and general integration in programs and projects.
 - iv. Knowledge of the principles, practices, laws, and regulations of Rwanda related to persons with disabilities.
 - v. Knowledge of personnel policies and practices; skill to analyze organizational policies and practices to identify barriers and to propose solutions to EEO/disability and reasonable accommodation problems; and knowledge of the particular employment problems faced by the disabled and other relevant classes of persons.
 - vi. Work performed must have included at least two years specially related to the Disability Program area;
 - vii. University-level education in a related field.

b. PRICE PROPOSAL INSTRUCTIONS

Offerors should use the following format:

Category	Quantity	Price/Unit	Total
Labor	130 days		
Miscellaneous Admin Costs (supplies, air time, internet, etc.)	Inclusive	1/each	
Local Travel Roundtrips	150		
TOTAL			

EVALUATION CRITERIA: USAID/Rwanda will award this contract to the lowest cost, technically acceptable offer. To be technically acceptable the offeror must meet the unique requirements as outlined in this Statement of Work and have demonstrated success in providing the required deliverables.

7. EVALUATION

For overall evaluation purposes, technical factors are considered more important than cost/price factors, though cost is a key factor in making a best value decision. “Best value” is defined as the offer that results in the most advantageous solution for the U.S. government, in consideration of technical, cost, and other factors.

The criteria by which the Offer will be assessed are as follows in descending order of importance. The list below serves as the standard against which all technical information shall be evaluated and serves to identify the significant matters which the Offeror must address.

- a. Technical approach: Demonstration of a clear understanding of disability program.
- b. Past Performance: Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the source identified by the Offeror. 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.

12. SOLICITATION CLAUSE

52.213-4 --Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) (Jan 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(iii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(iv) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(vii) 52.233-1, Disputes (May 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Jan 2017).

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (May 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (Jul 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, “United States” includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) 52.213-4, Terms and Conditions – Simplified Acquisitions (Other than Commercial Items).

(xii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xiii) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693) (Applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiv) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xvi) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvii) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities).

(xviii) 52.225-1, Buy American —Supplies (May 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xx) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xxi) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App.1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016) (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.203-3	GRATUITIES	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT SERVICES-SHORT FORM	APR 1984
52.249-8	DEFAULT-FIXED PRICE SUPPLY AND SERVICES	APR 1984

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights --

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

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

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

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

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

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

(End of Clause)

[End of Request for Quote]