

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   54
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2. CONTRACT (Proc. Inst. Ident.) NO. AID-OAA-I-13-00034/AID-306-TO-16-00007	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-14-000173
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5. ISSUED BY CODE AFGHANISTAN  USAID/Afghanistan Office of Acquisition & Assistance 20189-6180	6. ADMINISTERED BY (If other than Item 5) CODE N/A  Not Applicable
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  CCCI 1899 L ST NW STE 800 WASHINGTON DC 20036-3812	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN
	ITEM

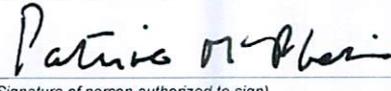
11. SHIP TO/MARK FOR CODE AFGHANISTAN  USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180	12. PAYMENT WILL BE MADE BY CODE AFGHANISTAN/OFM  USAID/Afghanistan Office of Financial Management 6180 Kabul Place Dulles, VA 20189-6180
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued				
15G. TOTAL AMOUNT OF CONTRACT					\$68,163,468.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-306-15-000045 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
19A. NAME AND TITLE OF SIGNER (Type or print) Patricia McPhelim, Director	20A. NAME OF CONTRACTING OFFICER Tracy J. Miller
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY  (Signature of person authorized to sign)	BY  (Signature of the Contracting Officer)
19C. DATE SIGNED 4/14/2016	20C. DATE SIGNED 18 April 2016

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
AID-OAA-I-13-00034/AID-306-TO-16-00007

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NAME OF OFFEROR OR CONTRACTOR

CCCI

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Afghanistan Development Assistance for Legal Access and Transparency (ADALAT)-ODG</p> <p>Afghanistan Development Assistance for Legal Access and Transparency (ADALAT) Award Type: Cost-plus-fixed-fee Total Estimated Cost: \$43,869,326.00 Completion Form</p> <p>Accounting Info: BBFY: 2009 EBFY: 2010 Fund: ES-SUP OP: AFGHANISTA Prog Area: A07 Dist Code: 306-M Prog Elem: A029 Team/Div: AFG/DGO BGA: 306 SOC: 4100302 Funded: \$51,672.56</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Prog Area: A07 Dist Code: 306-M Prog Elem: A029 Team/Div: AFG/DGO BGA: 306 SOC: 4100302 Funded: \$6,203,821.00</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Prog Area: A07 Dist Code: 306-M Prog Elem: A031 Team/Div: AFG/DGO BGA: 306 SOC: 4100302 Funded: \$918,872.00</p> <p>Accounting Info: BBFY: 2013 EBFY: 2014 Fund: ES-OCO OP: AFGHANISTA Prog Area: A07 Dist Code: 306-M Prog Elem: A031 Team/Div: AFG/DGO BGA: 306 SOC: 4100301 Funded: \$7,825,634.44 Period of Performance: 04/15/2016 to 04/14/2019</p> <p>Afghanistan Development Assistance for Legal Access and Transparency (ADALAT)-ODG</p>				
0002	<p>Option Period I Amount: \$12,191,149.00 (Option Line Item)</p>				
0003	<p>Option Period II Amount: \$12,102,993.00 (Option Line Item)</p>				

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## SECTION B - SCHEDULE OF SERVICES

### B.1 PURPOSE

The purpose of this contract is to provide services detailed in the statement of Work (SOW) specified in Section C.

### B.2 CONTRACT TYPE

This is a Cost-Plus Fixed Fee Completion Type Task Order. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described under the Description/Specifications/Statement of Work and Deliveries/Performance sections, and comply with all contract requirements.

### B.3 ESTIMATED COST, CEILING PRICE, FIXED FEE, AND OBLIGATED AMOUNT

- a. The total estimated cost and ceiling price for the performance of the work required for the three year base period of the contract, exclusive of fixed fee, is [REDACTED]. The fixed fee for the base period, is [REDACTED]. The total estimated cost plus fixed fee, during the base period is \$43,869,327.
- b. The total estimated cost and ceiling price for the performance of work required for option period 1 (year four) of the contract, exclusive of fixed fee, is [REDACTED]. The fixed fee for option period 1, is [REDACTED]. The total estimated cost plus fixed fee, during option period 1 is \$12,191,149.
- c. The total estimated cost and ceiling price for the performance of work required for option period 2 (year five) of the contract, exclusive of fixed fee, is [REDACTED]. The fixed fee for option period 2, is [REDACTED]. The total estimated cost plus fixed fee, during option period 2 is \$12,102,993.
- d. The amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee) for performance hereunder is \$15,000,000. The Contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22). See Section I of the basic IQC Contract.

**B.4 BUDGET**

The budget for this contract is as follows:

<b>Cost Line Item Description</b>	<b>Base Period (Year 1 – Year 3)</b>	<b>Option 1 (Year 4)</b>	<b>Option 2 (Year 5)</b>	<b>Total (Base + Options)</b>
Direct Costs	██████████	██████████	██████████	██████████
Grants Under Contracts	██████████	██████████	██████████	██████████
Security Costs	██████████	██████████	██████████	██████████
Indirect Costs	██████████	██████████	██████████	██████████
Fixed Fee	██████████	██████████	██████████	██████████
<b>Total Estimated Cost Plus Fixed Fee</b>	<b>\$43,869,326</b>	<b>\$12,191,149</b>	<b>\$12,102,993</b>	<b>\$68,163,468</b>

**B.5 PAYMENT**

Payment shall be made in accordance with FAR 52.232-25, Prompt Payment (Feb 2002) Alternate 1 (Feb 2002) and Section G – Contract Administration Data, paragraphs G.3 and G.4 of the basic IDIQ Contract.

The paying office is:  
Office of Financial Management

USAID/Afghanistan  
6180 Kabul Place  
Dulles, VA 20189-6180  
Email: [kabulaidevouchers@usaid.gov](mailto:kabulaidevouchers@usaid.gov)

**B.6 PAYMENT OF FIXED FEE (CPFF)**

- a. Pursuant to FAR 16.306 (d), the fixed fee payable under this contract is tied to the completion of the deliverables specified in Section C and F of this contract and in accordance with the approved Fee Schedule specified in Section F.3.
- b. Upon successful achievement of the deliverables, the Contractor shall provide evidence of the achievement to the TOCOR and the TOCO.
- c. Upon acceptance by the TOCOR, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable in Section C and F.
- d. Pursuant to FAR 52.216-8, Fixed Fee, after payment of 85 percent of the fixed fee, further payment of the fee will be withheld until a reserve is set aside not to exceed 15% of the total fixed fee or \$100,000, whichever is less.

[END OF SECTION B]

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### Project Title: Assistance for the Development of Afghan Legal Access and Transparency (ADALAT)

#### C.1 LIST OF ACRONYMS

ACAS	Afghanistan Court Administration System
AIBA	Afghanistan Independent Bar Association
AMEP	Activity M&E Plan
CLE	Continuing Legal Education
CMS	Case Management System
CSO	Civil Society Organization
D/COP	Deputy/Chief of Party
DO	Development Objective
EUPOL	European Union Police Mission to Afghanistan
GIRoA	Government of the Islamic Republic of Afghanistan
GIZ	Gesellschaft fuer internationaler Zusammenarbeit
GUC	Grants under Contract
HICD	Human and Institutional Capacity Development
INL	International Narcotics and Law Enforcement (Bureau of)
IR	Intermediate Result
JEC	Judicial Education Committee
JSSP	Justice Sector Support Program
M&E	Monitoring and Evaluation
MOJ	Ministry of Justice
NGO	Non-governmental Organization
NPP	National Priority Program
RLS-F	Rule of Law Stabilization-Formal
RLS-I	Rule of Law Stabilization-Informal
SC	Supreme Court
SGC	Subcontracts, Grants, and Compliance (Manager)
TDR	Traditional Dispute Resolution
TOCO/R	Task Order Contracting Officer/Representative
UNDP	United Nations Development Programme

## C.2 PURPOSE

The purpose of this Task Order is to improve citizen access to justice services based on Afghan law. To achieve the main purpose of this Task Order, Adalat will advance three main sub purposes:

1. Increased effectiveness and reach of the formal justice sector,
2. Strengthened linkages between the formal and traditional justice sectors, and
3. Increased citizen demand for quality legal services.

To achieve its purpose and sub-purposes, the Adalat (“justice” in Dari and Pashto) Program will work closely with Afghan justice institutions to increase the professionalism of justice sector actors, to improve judicial administrative and management systems, and to strengthen the Ministry of Justice (MOJ) Department of the Huquq and its interaction with traditional justice on civil-related matters. It also will develop the technical, organizational, and management capacity of USAID civil-society partners operating in the formal and traditional justice sectors and will support their missions to eliminate practices that violate human rights in traditional dispute resolution (TDR) within the informal justice sector and to increase citizen awareness of and demand for fair and accessible justice services.

## C.3 BACKGROUND

A strong, effective, equitable, and accessible justice sector is essential for peace and prosperity in Afghanistan. An effective and efficient justice sector encourages public confidence in government, increases citizens’ personal safety and security, promotes investment and economic growth, and establishes the foundation for development and stability. Yet, after more than 30 years of conflict and more than ten years after the fall of the Taliban, Afghanistan continues to struggle to establish a justice system capable of providing fair and impartial services to citizens. The formal<sup>1</sup> sector of Afghan’s justice system is perceived by citizens to be slow, costly, and ineffective due to corruption and the challenging security environment. Although Afghans considered the traditional sector<sup>2</sup> generally speedier and more effective in delivering justice, its decisions are often at odds with Sharia and Afghan law and may not be recognized or registered with the formal sector.

### Past USAID Interventions

USAID has a long history of rule-of-law programming in Afghanistan. It has implemented projects to strengthen court systems, to improve the education of legal

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<sup>1</sup> **Formal Justice Sector:** The Supreme Court (SC) is the highest appellate court and administrative head of the judiciary, with lower courts at the provincial and district levels. Chapter 7 of the Afghan Constitution defines the role and composition of the judiciary and requires that courts apply Afghan and *Sharia* law. The formal justice sector also includes the Attorney General’s Office, Ministry of Justice, and Ministry of Interior.

<sup>2</sup> **Traditional Justice Sector:** Independent and decentralized *shuras* and *jirgas* led by respected local elders adjudicate disputes based on traditional, customary, and religious beliefs. No central body provides guidance to the *shuras* and *jirgas*, which is appropriate given the diffuse nature of traditional justice. Other donors are providing assistance to draft national policy or law that formally recognizes traditional justice.

personnel, to advance legal reform, to increase access to justice/informal sector, to support commercial court reform, and to promote human rights and women's rights since 2004. Most recently, USAID completed the Rule of Law Stabilization-Formal (RLS-F) and Rule of Law Stabilization-Informal (RLS-I) projects in 2014. RLS-F focused on strengthening university level legal education, the two-year preparatory training program for new judges called the *Stage* program, continuing legal education for judges, and court administration. RLS-I provided elders who participate in *shuras* and *jirgas* with training in Afghan/Sharia law, fostered linkages between the formal and the traditional justice sectors, and promoted the role of women in traditional dispute resolution (TDR).

### Current Project Approach

Strengthening the rule of law is a core component of the USAID ten-year vision for Afghanistan's democracy and governance sector and supports the broader "Transformation Decade" process of advancing institutional development and the creation of a prosperous and stable state. Through the *Adalat* Project, USAID seeks to advance the following USG rule-of-law priorities for Afghanistan:<sup>3</sup> (1) Institution and capacity building, (2) combatting corruption by empowering relevant Afghan Government agencies/institutions, (3) empowering civil society to enhance public engagement and awareness, (4) increasing gender access to the legal system, and (5) strengthening linkages between the formal and informal justice sectors.

The *Adalat* Project links to the USAID draft Results Framework Development Objective 3: Performance and Legitimacy of the Government of Afghanistan Improved and seeks to fulfill the following Intermediate Results (IR):

- IR 3.1: Citizens Hold the Government of Afghanistan Accountable.
  - Sub-IR 3.1.1: Citizen Awareness of Rights and Responsibilities within the Afghan Constitution Increased.
- IR 3.2: Governance at the National and Subnational Levels Strengthened.
  - Sub-IR 3.2.1: Access to Justice Services based on Afghan Law Increased.
  - Sub-IR 3.2.3: Transparency and Accountability Mechanisms Strengthened.

*Adalat* will contribute to the fulfillment of IR 3.2 through the outputs and deliverables under Sub-purpose 1: Increased formal justice sector effectiveness and Sub-purpose 2: Strengthened formal-traditional justice sector linkages. The output and deliverable under Sub purpose 3: Increased citizen demand for quality legal services will contribute to IR 3.1.

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<sup>3</sup> Rule of Law Strategic Framework, U.S. Embassy Kabul, January 2013, draft.

## C.4 STATEMENT OF WORK

### C.4.1 SUB-PURPOSE 1: INCREASED FORMAL JUSTICE SECTOR EFFECTIVENESS

Under this sub-purpose, the contractor will provide several deliverables designed to increase the capabilities of formal justice sector actors to deliver effective and fair justice services. The contractor will work closely with the leadership of SC to increase the Court's capacity to provide professional development opportunities to judges and court personnel in a sustainable manner. The contractor will also undertake a series of deliverables to improve judicial administrative and management systems. Finally, the contractor will work with AIBA to enhance the professional services provided to its members and to bolster its training capabilities.

#### **Output 1.1: Increased Supreme Court capacity to provide professional training to judges and judicial personnel.**

##### Deliverable 1.1.1

The contractor must work in close collaboration with the Supreme Court (SC) leadership and Judicial Education Committee (JEC) to improve the existing training programs for new and sitting judges, particularly women judges, as well as judicial administrative and court personnel. The contractor must provide technical assistance that addresses the following components: 1) targeted curricula for each of the above-mentioned training audiences, 2) modules (live training and complementary e-learning) and supporting learning materials on priority substantive legal issues, including ethics, and on professional skills, including but not limited to legal analysis, decision writing skills, and courtroom management, and 3) training-of-trainers courses and plan for developing the JEC's training capacity. The scope of training activities and selection of training topics must be coordinated with other implementers active in the field of judicial training, such as International Development Law Organization (IDLO) and Hamida Barmaki Organization for the Rule of Law (HBO) (see list of training topics attached in sections J.2 and J.3 of this Task Order).

The contractor must work in close collaboration with the SC to identify and select a cadre of Afghan trainers with practical judicial experience. The contractor must train and mentor the selected trainers to develop the above-mentioned training curricula, modules, and supporting learning materials. The contractor must also train the selected trainers on modern teaching methods. Trainers will be expected to incorporate these methods in all of the training components they develop with the contractor's assistance and mentoring. The contractor will work with the SC to carry out training activities, not only in Kabul, but in localities and regions outside the capital to the extent that security and other limiting factors allow. The contractor must also develop and implement a plan, in close cooperation with the SC, to assess and respond to the training needs of judges and judicial support staff. The contractor must also coordinate its training activities with other implementers, such as IDLO, HBO, and the World Bank.

Deliverable 1.1.2

The contractor must work in close cooperation with the SC to develop its capacity to manage, plan, and administer the *Stage* Training Program for new judges and a continuing legal education (CLE) program for sitting judges. The contractor must work with the SC to develop the court's capacity, both in terms of systems and professional skills, to plan, budget, and execute a training budget on its own by the end of the project. The contractor must also assist the SC in developing an implementable strategy to increase training services to judges outside of Kabul, factoring such as factors as limitations on training infrastructure and security challenges.

Any activities undertaken in connection with the deliverable must be performed in concert with other donors and implementers active in the field of judicial education. Whereas in the past, donors (including USAID) have subsidized the cost for instructors to train new judges, the contractor will help the SC develop a strategy to transition to a program that is fully funded by the Court. It is expected that the SC will be able to operate the Stage and CLE programs independent of USAID support by the end of project.

**Output 1.2: Strengthened Supreme Court capacity to manage internal operations, court administration, and to ensure professional conduct among judges and judicial staff.**

Deliverable 1.2.1

The contractor will provide the Supreme Court with technical assistance to improve its capacity to manage budgets, human resources, and physical infrastructure. The contractor must work with the SC Department of Administration and Finance to strengthen its systems and professional capacities to create realistic budgets, monitor the distribution of funds, and to defend its annual budget vis-à-vis the Afghan Ministry of Finance. The contractor must also work with SC Department of Human Resources to develop systems and professional capacities to monitor and evaluate the work of judges and to manage their careers. The contractor will be expected to assist the Department of Human Resources to undertake personnel performance reviews, develop sets of professional qualifications, and to track personnel training and judicial assignments. Finally, the contractor must work with the SC head of administration to track real and personal property.

This set of deliverables will build on the work of previous USAID efforts to increase SC institutional capacity and will complement the human resources and performance management systems implemented through World Bank's on-budget support.

Deliverable 1.2.2

As part of the RLS-F project, USAID sponsored the development of the paper-based, color-coded Afghanistan Court Administration System (ACAS) and a statistical database of court cases. The contractor must work closely with the Supreme Court to improve these two systems.

The contractor must carry out an assessment of the existing ACAS to identify possible shortcomings and procedural gaps. Based on the assessment's findings, the contractor must update the procedural manual that was originally developed under USAID's RLS-F Project. See Attachment J.4, Procedural Manual. After the manual is approved, the contractor must implement training workshops for court staff throughout the country on the ACAS procedures. The contractor must work with the SC to identify court staff, who the contractor must train and mentor to update the manual and to develop a resulting training program. The contractor must also train selected staff on interactive teaching methods. Any work carried out by the contractor must be consistent with and be complementary to the Case Management System (CMS), a case tracking system developed by U.S. Department of State Bureau of International Narcotics and Law Enforcement Affairs.

Under the RLS-F Project, USAID helped to set up the judicial statistical database, but the SC has still not started to use the database or to enter data into it. The contractor must first test and assess system to identify technical gaps and glitches. Based on the test findings, the contractor must work in close coordination with the SC to institute technical changes to the database system and to revise the manual that was drafted under the RLS-F Project. The contractor must also work with the Court to plan and implement a pilot roll of the system beyond Kabul to a select number of courts. This should result in a hybridized system that contains both elements of computerization and paper that can be possibly expanded in the future if sufficient infrastructure exists. The contractor must also work with the SC to identify court staff, who the contractor must train and mentor to update the manual and to develop a resulting training program. The contractor must also train selected staff on interactive teaching methods.

This set of deliverables will build on the work of previous USAID efforts to institutionalize these systems and must coordinate with the World Bank and other non-USG donors that are providing assistance to the Court in this field of activity.

#### Deliverable 1.2.3

The contractor must work with the SC to strengthen its ability to enforce professional conduct among judges and judicial support. The contractor must assist the SC to develop high standards of professional behavior as well as creating new and/or strengthening existing disciplinary procedures, particularly those for addressing corrupt practices. Where appropriate, the contractor must also develop training materials on ethics and disciplinary processes in line with the parameters established under Deliverable 1.1.1.

### **Output 1.3: Strengthen the capacity of the Afghan Independent Bar Association to professionalize the legal profession**

#### Deliverable 1.3.1

The contractor must provide financial and technical support through a sub grant to Afghan Independent Bar Association (AIBA) to strengthen its institutional presence and enhance its ability to serve its membership. The sub grant issued by the contractor will be used to support four of AIBA's existing offices and to expand its presence to between

4-6 additional locations based on priorities established by AIBA. The contractor must also provide similar resources to strengthen its institutional processes. Where appropriate, technical assistance must include the strengthening member oversight and disciplinary mechanisms, improving governance and administrative processes, enhancing guidelines for pro-bono representation, establishing mediation services, and administering training activities for new and practicing lawyers. The contractor must also assist AIBA to develop and implement a sustainability plan, such that by the end of the project, AIBA will be able to sustain its physical offices and member services with significantly reduced or no donor support.

### Deliverable 1.3.2

In order to enable AIBA to fulfill its legal commitment to provide legal training to new bar members<sup>4</sup> and to offer its members continuing legal education (CLE) opportunities, the contractor must provide technical and financial support to AIBA in creating and sustaining a comprehensive training program. Training activities for new lawyers must include aspects of substantive law and practical lawyering skills. CLE opportunities for practicing attorneys must focus on peer-to-peer exchanges on substantive law and best practices in areas such as private practice management.

The contractor must provide technical assistance that addresses the following components: 1) targeted curricula for each of the above-mentioned training audiences, 2) modules (live training and complementary e-learning) and supporting learning materials on priority substantive legal issues, including ethics, and on such professional skills as (including but not limited to) legal research and analysis, mediation, client interviewing, legal brief drafting, and oral advocacy skills, and 3) training-of-trainers courses and plan for developing the AIBA's training capacity. As with judicial training activities, the contractor must coordinate the scope of training activities and selection of training topics with other implementers such as IDLO and HBO.

The contractor must work in close collaboration with the AIBA to identify and select a cadre of Afghan trainers with practical lawyering experience. The contractor must train and mentor these trainers to develop training curricula, modules, and supporting learning materials. Trainers must also be trained on modern teaching methods and will be expected to incorporate these methods in all of the all training components they develop with the contractor's assistance and mentoring.

The contractor must work with the AIBA to carry out training activities, not only in Kabul, but in localities and regions outside the capital to the extent that security and other limiting factors allow. By the end of the project, the contractor will have developed AIBA's capacity to select, to train, and to monitor and evaluate the effectiveness of judicial trainers on its own.

Where appropriate, the contractor must provide AIBA with systemic and systematic capacity development support focused on programmatic and institutional sustainability.

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<sup>4</sup> Under Afghanistan's Law on Advocates, AIBA is required to establish a stage or training program for new lawyers. See [http://www.aiba.af/english/index.php?rcv\\_main=adlaw.html](http://www.aiba.af/english/index.php?rcv_main=adlaw.html)

In order to monitor the impact and progress of its institutional capacity building activities, the contractor must utilize the following tools and indicators:

- CSO organizational capacity strengthened based on the Human and Institutional Capacity Development (HICD) tool, Organizational Capacity Assessment, or other similar tool.
- Identification of key performance gaps;
- Development of results-based institutional performance solutions addressing the gaps;
- Institutionalization of an effective institutional performance monitoring system with key performance indicators.

#### C.4.2 SUB-PURPOSE 2: STRENGTHENED FORMAL-TRADITIONAL JUSTICE SECTOR LINKAGES

Activities carried out under this sub-purpose will concentrate on improving the quality of the legal services offered by the *Huquq*, while increasing their interaction with and oversight of TDR processes and decisions. At the same time, *Adalat*'s activities will foster greater consistency in decisions rendered by TDR mechanisms with Afghan and Sharia law.

#### **Output 2.1: Increased Ministry of Justice (MOJ) capacity to train to *Huquq* professional staff.**

##### Deliverable 2.1.1

The contractor must provide technical expertise to the MOJ to train its *Huquq* professional staff on substantive legal issues, with a particular emphasis on family and inheritance law, land law and property rights, and on such professional skills as case review and legal analysis, case writing skills, case management, and interviewing and negotiation skills. The contractor must also provide the technical assistance necessary to develop a body of training materials that includes a curriculum, training modules, and support materials on priority substantive legal issues. The contractor will work with the MOJ to carry out training activities, not only in Kabul, but in localities and regions outside the capital to the extent that security and other limiting factors allow.

In addition to the body of training materials, the contractor must assist the MOJ to develop its capacity of the MOJ to select, to train, and to monitor and evaluate the effectiveness of *Huquq* trainers on its own by the end of the project. The contractor must work in close collaboration with the MOJ to identify and select a cadre of Afghan trainers with practical experience. The contractor will train and mentor selected trainers to develop training curriculum, modules, and supporting learning materials. Trainers must also be trained on modern teaching methods and will be expected to incorporate these methods into all of the training components they develop with the contractor's assistance and mentoring. The contractor must coordinate the scope of training activities and selection of training topics with other implementers such as IDLO and HBO

**Output 2.2: Increased administrative and outreach capacity of the *Huquq* Department at the central, provincial, and district level.**

Deliverable 2.2.1

The contractor will assist the MOJ in expanding the use of a case filing system for the *Huquq* developed GIZ beyond six pilot provinces. The contractor must assist the MOJ/*Huquq* to make any necessary adjustments to the case filing procedure that may come out of the pilot phase of the project and to develop a procedural manual. In addition, the contractor must develop the MOJ's capacity to train *Huquq* staff on the case filing system by providing technical assistance and mentoring to select *Huquq* staff, who will be selected to develop training materials and subsequently carry out training activities. The contractor must also train these select staff in interactive teaching methods. Any activities carried out as part of this deliverable must be coordinated with State/INL and its JSSP, which is expanding the use of the CMS case tracking system to include civil cases handled by the *Huquq* department.

**Output 2.3: Increased *Huquq* interactions with traditional justice actors**

Deliverable 2.3.1

The contractor must work with the *Huquq* to increase its linkages with traditional justice sector actors, such as tribal and religious leaders as well as *Spinsari* groups<sup>5</sup>, through training and consultative activities as well as through the development of administrative and institutional tools to engage TDR actors. The activities under this component will complement the bottom-up work of the traditional justice CSO partner, discussed below.

**Output 2.4: Improve traditional justice decision making through training and consultative interventions**

Deliverable 2.4.1

The contractor must provide awards (grants or sub-contracts) competitively to one or more CSOs to improve the substantive legal knowledge of tribal elders, religious leaders, and other individuals engaged in traditional dispute resolution. Training activities carried out by CSOs will address such illustrative legal topics as family and inheritance law, property law/deeds, understanding the difference between crimes and misdemeanors, and gender-specific human rights issues, such as alternatives to *baad*. Moreover, training activities should focus on such practical skills as negotiating, record keeping, and registering decisions with the *Huquq*. As with other training-related activities described in this Statement of Work, the contractor must provide technical assistance to partner CSOs in developing training materials and techniques that involve interactive learning but that are also suited to the limited educational background of the target audience.

In addition to training, partner CSOs will be expected to identify and train individuals such as tribal leaders, religious leaders, academics, local *Huquq*, lawyers, representatives from the Afghanistan Independent Human Rights Commission, or other local NGO personnel. CSOs should, however, make a concerted effort to recruit *Huquq* staff as trainers to help strengthen the links between the formal and informal systems as well as

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<sup>5</sup> *Spinsari* are groups of Afghan women elders, who engage in traditional dispute resolution.

to reinforce the MOJ's efforts to develop a more professional *Huquq* staff. The contractor must include supplementary training activities to strengthen the abilities of women trainers.

Other illustrative activities that might be undertaken by partner CSOs include the following:

- Support the formation of *Spinsari* groups, either existing or new, and train their members;
- Convene meetings of local leaders – elders, *mullahs*, *ulema*, women elders (if appropriate), government actors, and *Huquq* – to discuss and learn about dispute resolution techniques and, through discussions of basic rights (legal and religious), raise the level of fairness, efficiency and predictability in TDR.
- Evaluate impact of training and adjust according to local needs.
- Conduct an annual survey of major conflicts in the community and engage TDR actors in resolving them.
- Monitor, strengthen, and report *Huquq* interactions with TDR.

Where appropriate, the contractor must provide to each CSO partner with systemic and systematic capacity development support focused on programmatic and institutional sustainability. In order to monitor the impact and progress of its institutional capacity building activities, the contractor must utilize the following tools and indicators:

- CSO organizational capacity strengthened based on the Human and Institutional Capacity Development (HICD) tool, Organizational Capacity Assessment, or other similar tool.
- Identification of key performance gaps;
- Development of results-based institutional performance solutions addressing the gaps;
- Institutionalization of an effective institutional performance monitoring system with key performance indicators.

#### C.4.3 SUB PURPOSE 3: INCREASED CITIZEN DEMAND FOR QUALITY LEGAL SERVICES

Activities carried out under this sub-purpose will focus on increasing awareness among Afghan citizens of their rights under the law and how they can gain access to those services that help protect their rights, whether it be government public legal services, such as through the *Huquq*, or through non-governmental services, such as through lawyers and CSOs.

#### **Output 3.1: CSOs conduct public education activities and campaigns on citizens' legal rights.**

##### Deliverable 3.1.1

The contractor must issue sub grants and must provide technical advice to AIBA and the other CSO partners to conduct public education activities and campaigns on citizens'

legal rights. Where appropriate, topics may include understanding and seeking redress of basic rights constitutional rights, criminal rights, the rights of women, children, and the disabled. CSOs are also expected to advocate for greater transparency by both TDR actors and formal justice sector actors by publishing decisions and by advocating for public trials and for TDR sessions in line with Afghan law. Target audience education levels and utilizing those media mechanisms that have the greatest reach among Afghans in different areas of the country should be factored in when developing public education activities. The contractor must coordinate its activities closely with the US Embassy staff of the Bureau of International Narcotics and Law Enforcement Affairs (INL), which is the primary programming lead on public outreach and legal aid, and their implementing partner as well as other donors active in this field of rule-of-law programming and seek to leverage programming resources wherever possible.

### C.5 MONITORING, EVALUATION, AND REPORTING

The Contractor must produce an Activity M&E Plan (AMEP) for approval by USAID. This AMEP must be linked with the Mission's Rule of Law Results Framework, which includes the following assistance objective, intermediate results (IR), and sub-IRs:

AO: Performance and legitimacy of GIROA improved

IR 3.1 Citizens Hold the Government of Afghanistan Accountable.

Sub-IR 3.1.1 Citizen Awareness of Rights and Responsibilities within the Afghan Constitution Increased.

IR 3.2 Governance at the National and Subnational Levels Strengthened.

Sub-IR 3.2.1 Access to Justice Services based on Afghan Law Increased.

Sub-IR 3.2.3 Transparency and Accountability Mechanisms Strengthened.

The contractor must incorporate technological solutions in response to the challenging security environment in Afghanistan in the design of the M&E plan. As such, the contractor must include a plan for using teleconferencing applications such as SKYPE and Google Hangout as well as employing smartphones and tablet technologies to monitor and evaluate project activities and contribute to USAID/Afghanistan's multi-tiered approach.

Annual targets proposed by the contractor must be ambitious yet reasonable given the scope of the Task Order. AMEP data must be disaggregated by geographic area, sex and ethnicity to the extent possible. Each indicator will include a reference sheet with information on the indicator definition, data source, methodology of data collection and analysis, and frequency of collection. USAID requires reporting on specific standard indicators, which will be provided. The contractor will also report on the indicators they developed to measure success.

The contractor must award up to \$500,000 over five years to an organization to undertake a longitudinal survey that will measure public perceptions of the formal and informal legal systems as well as the project's impact.

## C.6 GRANTS UNDER CONTRACT

The contractor will be authorized under this Task Order to use of grants under contract (GUCs) to issue grants to AIBA and other CSOs to support the activities under the relevant components of the *Adalat* Project. Groups not registered with the Government of Afghanistan will not be eligible for grants under contract. All relevant guidance in ADS 302.3.4.12 will be incorporated into the Task Order. USAID must be significantly involved in establishing grants guidelines and selection criteria and must approve the grant recipients. All requirements that apply to USAID-executed grants in ADS 303, will also apply to grants executed by the contractor. USAID will retain within the contract the ability to terminate any grant activities unilaterally under extraordinary circumstances. USAID does not authorize contractors to execute or administer agreements on its behalf.

The grants made to local NGOs under this provision will not exceed \$30 million. The contractor is expected to award up to \$10 million in grant funding to AIBA to support its existing and expanded physical presence, the establishment of training programs, and public legal education activities. The contractor is expected to award up to \$19.5 million in grants to other CSOs to carry out activities aimed at improving the substantive legal knowledge of tribal elders engaged in traditional dispute resolution and on public legal education activities.

The Mission will approve the grant component as part of its review of the technical proposal and work plan. Furthermore, execution of each grant will require explicit approval of the Task Order Contracting Officer's Representative (TOCOR) and Task Order Contracting Officer (TOCO), after review of the Memorandum of Negotiation and draft grant agreement. The ranking process for grant selection will include technical merit, sustainability factors, gender considerations, past performance references, and capacity to carry out proposed activities.

## C.7 OTHER USAID, USG AND DONOR COORDINATION

The contractor must avoid program duplication, to enhance programmatic synergies, and to build alliances with other donors' initiatives in the rule of law sector. Coordination with other donors, USG Agencies and implementing partners is essential to maximizing impact. Key donor activities include:

- U.S. Department of State Bureau of International Narcotics and Law Enforcement Affairs (INL): INL is the lead USG Agency on legal reform, the Ministry of Justice, the Attorney General's Office, defense/legal aid, and legal education. INL also provides continuing legal education to judges, prosecutors, and attorneys.
- World Bank: The \$85.5 million Justice Services Delivery Project II assists the Supreme Court, the Ministry of Justice and the Attorney General's Office to develop their capacities to deliver services to citizens, namely:

(a) Access to Justice: to expand the quality and the quantity of judicial service delivery to Afghans; (b) Improved Services: to raise the quantitative and qualitative technical capacities of the institutional service providers; (c) Improved Technical Capacity: to raise the quantitative and qualitative technical capacities of the institutional service providers; and (d) Institutional Strengthening: to build the capacity of the [justice institution] through comprehensive, management-oriented organizational development.

- United Nations Development Program (UNDP): The UNDP Justice and Human Rights for Afghanistan (JHRA) project provides support for the development of policy and legislation that complies with international and national standards, the provision of access to justice to vulnerable groups, and public participation in processes to improve access to justice and human rights compliance. UNDP, JHRA, [http://www.undp.org/content/afghanistan/en/home/operations/projects/crisis\\_prevention\\_and\\_recovery/jhra/](http://www.undp.org/content/afghanistan/en/home/operations/projects/crisis_prevention_and_recovery/jhra/).
- European Union Police Mission to Afghanistan (EUPOL): EUPOL “monitors, mentors, advises and trains at the level of the Ministry of Interior, Ministry of Justice, Attorney General’s Office and regions and provinces. Further the Mission will support the reform process towards a trusted and efficient police service, which works in accordance with international standards, within the framework of the rule of law and respect human rights.” EUPOL, About Us, <http://www.eupol-afg.eu/?q=about-us#sthash.ULUuZtIs.dpuf>.
- French Embassy: In addition to supporting the SC Stage program, the French Embassy provides technical assistance and training to the formal court system and traditional justice actors, complemented by court monitoring, in Surobi and Kapisa.
- Italian Development Cooperation: Focused in Herat, the Italian Development Cooperation provides specialized trainings to the Legal Aid Department and Violence Against Women Unit. It also conducted a baseline study on human resources and case management capacities of the provincial and district *Huquq*.
- German Society for International Cooperation [English translation] (GIZ): In northern Afghanistan, GIZ, with German and Dutch funding, is increasing the capacity of judicial officials, district police, prosecutors and *Huquq*, as well as legal-education and legal-aid institutions, such as AIBA. It also is working on peacebuilding, formal-traditional justice sector linkages, mediation and grievance resolution, and research.

## C.8 GEOGRAPHIC FOCUS

The contractor must establish a main office in Kabul and regional offices must be established in four other regions of Afghanistan. Likely locations will be in Herat, Jalalabad, Kandahar, and Mazar-e-Sharif.

## C.9 GENDER CONSIDERATIONS

Gender equality and female empowerment are essential for achieving USAID development goals. The USAID Gender Policy advances gender equality, and empowers women and girls to participate fully in and benefit from development, by integrating specific measures that address barriers to greater gender equality and female empowerment into all projects. This integrated approach focuses on achieving three overarching outcomes: 1) Reduce gender disparities in access to, control over, and benefit from resources, wealth, opportunities and services - economic, social, political, and cultural; 2) Reduce gender-based violence; and 3) Increase the capability of women and girls to realize their rights, determine their life outcomes, and influence decision-making in households, communities, and societies.<sup>6</sup>

At the beginning of the project, the contractor must include a justice-sector gender assessment as part of its baseline/needs assessment. Gender assessment must be informed by key informant interviews and by past rule-of-law related project evaluations, such as the performance evaluations conducted on USAID's RLS-F and RLS-I projects. The gender assessment can draw on gender-related studies of the justice sector and rule of law in Afghanistan. Based on that assessment, the contractor will develop a strategy for ensuring the integration of gender considerations into the work plan and Activity M&E Plan (AMEP). Progress of all related activities will be measured and verified using gender-sensitive performance indicators<sup>7</sup> that will be part of the AMEP. All people-level indicators must be disaggregated by sex showing the numbers of men and women benefiting from project activities.

The contractor must implement activities promoting fair, equitable, and meaningful inclusion of both men and women in all project activities. As part of the technical proposal, the contractor must include women in its staff and among target groups and ensure increased participation of women (from target Afghan institutions and CSOs) in project implementation.

To provide greater focus on gender equality and female empowerment, the contractor must prepare a Gender Action Plan that includes:

- Training for all project staff, partners and other stakeholders on gender awareness, gender analysis, gender-responsive planning, and relevant gender-related policies, such as the definition of and how to report sexual harassment;
- Collection of sex-disaggregated data for baselines and monitoring of all people-level indicators and use of gender analysis tools to identify potential gender gaps and constraints; and
- Conduct gender-responsive consultations to encourage the active participation of women and ensure that the voices of women are heard and reflected in project plans and activities.

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<sup>6</sup> USAID, *Gender Equality and Female Empowerment Policy*, 2012, [http://pdf.usaid.gov/pdf\\_docs/pdact200.pdf](http://pdf.usaid.gov/pdf_docs/pdact200.pdf).

<sup>7</sup> Ibid. p. 14

#### C.10 SMALL BUSINESS

While not required, use of U.S. small-businesses is encouraged.

#### C.11 PARTICIPANT TRAINING

For all training activities financed under this Task Order conducted in-country, in the United States, or in other countries, the contractor must comply with ADS 252 & 253 Training for Development and other USAID/Afghanistan specific policies and procedures governing the effective, efficient planning, design, and implementation of training programs. The contractor also will enter all training data into the USAID TraiNet system as directed by USAID/ Afghanistan.

#### C.12 OPTION PERIOD

This contract consists of a three (3) year base period and two (2) one-year option periods. The option periods if exercised, will be subject to successful achievement of the base period deliverables, the need for continued contract performance beyond the base period, successful contractor performance and availability of funds.

[END OF SECTION C]

## **SECTION D – PACKAGING AND MARKING**

This section incorporates by reference Section D of the IDIQ Contract.

Consistent with the Branding Policy detailed in the IDIQ Contract, the Task Order Contractor will submit a Branding Implementation Plan and Marking Plan specific to the Task Order.

The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at [www.usaid.gov/branding](http://www.usaid.gov/branding), and all successor branding policies (if any).

[END OF SECTION D]

**SECTION E – INSPECTION AND ACCEPTANCE**

This section incorporates by reference section E of the IDIQ.

[END OF SECTION E]

## SECTION F – REPORTS AND DELIVERABLES

### F.1 PERIOD OF PERFORMANCE

The period of performance for this Task Order contract is three (3) years with two (2) one- year option periods. The effective date of this contract is the date of the Contracting Officer’s Signature (block #20c) on the cover page.

### F.2 REPORTS

- A. **Baseline/Needs Assessment:** Within 90 days after issuance of this Task Order the contractor must complete, in consultation with the Ministry of Justice, Supreme Court, AIBA, and other organizations as appropriate, a baseline/needs assessment and submit it to TOCOR to inform the planning and implementation of its deliverables and to establish a measurable data for M&E purposes. The baseline/needs assessment must contain an depth gender-related analysis and analysis of the capacity of the Afghan partner institutions and organizations.<sup>8</sup> USAID TOCOR will provide comments on the report. The contractor will then have ten calendar days to submit its revised report to USAID TOCOR for approval
- B. **Annual Work Plan:** The contractor must submit its first Annual Work Plan within 90 calendar days after the issuance of the Task Order to TOCOR, after which USAID TOCOR shall have the opportunity to provide comments. After the receipt of USAID TOCOR comments, the Contractor must revise and submit its final Work Plan within ten calendar days for TOCOR approval.

The contractor must submit subsequent Annual Work Plans for USAID TOCOR approval 30 days prior to the expiration of the current work plan, following which TOCOR shall have the opportunity to provide comments and the contractor will again have ten calendar days to submit its final work plan. The contractor may propose to TOCOR for periodic revisions to the annual work plan based on changing priorities and conditions, as well as to respond to windows of opportunity. USAID also reserves the right to revise the work plan based on the same criteria.

Annual Work Plans will also require clear reporting against the project’s performance standards and include progress measures for the work plan, performance targets, and expected results and impact. The Contractor must plan, manage, and document how performance data is collected including data quality assessments. The Contractor is encouraged to utilize to the fullest extent possible mobile technology and platforms to facilitate communication and monitoring of activities. In addition, it will be required that data be managed through Afghan Info and that results be recorded appropriately and in a timely manner.

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<sup>8</sup> The Contractor will have additional time to evaluate the capacity of the traditional justice sector CSO after the USAID grant is awarded.

- C. Activity M&E Plan: A Monitoring and Evaluation Plan that complies with ADS 203 must be submitted to USAID TOCOR within 90 calendar days after the issuance of the Task Order, after which TOCOR shall have the opportunity to provide comments. After the receipt of USAID comments, the contractor will revise and submit the final M&E plan within ten calendar days for USAID TOCOR approval.
- D. Reports: The contractor will develop the format of its reports according to USAID/Afghanistan TO COR's direction and standardized format and procedures. After USAID TOCOR approval, reports will be uploaded to the Development Experience Clearinghouse (<https://dec.usaid.gov>), as appropriate. Reporting requirements:
1. Biweekly Updates must be submitted to the USAID TOCOR on a schedule determined by the TOCOR. These reports will include a description and analysis of results achieved, problems encountered and proposed solutions, progress made, lessons learned and planned activities for the next reporting period, as well as information concerning significant political and legal developments that may impact the project.
  2. Quarterly Performance Reports must be submitted to the USAID TOCOR no later than 30 calendar days after completion of each fiscal quarter. Quarterly periods are from October 1 – December 31, January 1-March 31, and April 1- June 30. The Annual Report will be submitted in lieu of the Quarterly Report for the period from July 1 – September 30. Quarterly performance reports will include progress against the results and targets defined in the work plan and AMEP and include evidence to support reported achievements. Any shortfall towards achieving established results and targets must be clearly explained. In addition, each quarterly report will include information demonstrating the major impact of the project during the reporting period. Quarterly reports should also summarize information concerning significant political and legal developments that may impact the project. Final versions of Quarterly performance reports must be provided to the TOCOR for acceptance within 10 business days of receipt of TOCOR comments.
  3. Success Stories, where appropriate, must be submitted with each quarterly report to demonstrate the impact the project has had during the reporting period through materials such as stories, quotes and photos.
  4. Annual Reports must be submitted to the USAID TOCO and TOCOR no later than 30 calendar days after the completion of each fiscal year of the project (fiscal year ends on September 30). Annual Reports are therefore due no later than October 30 following each fiscal year end. Depending on the award date, the first Annual Report might not cover twelve months of activities. Annual reports will be in lieu of fourth quarterly reporting. Annual Reports must include at a minimum:

- a) Accomplishments and lessons learned;
  - b) A comparison of actual results with the indicator targets established;
  - c) Any shortfall towards achieving established results and targets must be clearly explained; and
  - d) Other pertinent information on project progress.
5. Final Report must be submitted to TOCOR 30 calendar days prior to the Task Order completion date. TOCOR will provide comments on the report, after which the contractor will have ten calendar days to submit the revised report to TOCOR for approval. Final Program Report will be in lieu of the Annual Report for the last project year. The final report will include at a minimum:
- a) Accomplishments and lessons learned;
  - b) A comparison of actual results with the indicator targets established;
  - c) Reasons targets were not met, if applicable;
  - d) Any shortfall towards achieving established results and targets must be clearly explained;
  - e) Highlight connections between project activity and accomplishments with any significant legal and political developments that may have occurred during the life time of the project; and
  - f) Other pertinent information, including the final financial status of the project.
  - g) Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).
6. The Contractor must submit program financial reports (i.e. monthly and/or quarterly financial reports, invoices, project pipeline and accrual reports) to the Mission Controller and TOCOR at USAID to reflect expenditures of the previous month/quarter. Accruals report shall be submitted at least 15 days before the end of each quarter. The financial reports should show the total estimated amount, obligated amount, expenditures as well as accrued amounts. Invoices shall be submitted in a timely manner.

E. Other M&E/Assessment Activities / Mid-term Assessment Report:

The contractor must complete a mid-term assessment to analyze progress and propose adjustments to the *Adalat* methodology/approach as needed. The contractor must submit the mid-term assessment by the end of the first quarter of Year 3 of the project. USAID TOCOR will have ten calendar days to provide comments on the report, after which, the contractor will have ten calendar days to submit its revised report to USAID TOCOR for approval. The timing of the final evaluation will be decided in consultation with the USAID TOCO and TOCOR, depending on plans to exercise any of the option years. USAID/Afghanistan also will conduct an independent evaluation of the Task Order and its related civil society grants to measure progress over time, verify the development hypothesis, and inform programming.

The contractor must undertake M&E activities that feed into USAID/Afghanistan's multi-tiered monitoring approach. The contractor will work directly with the TOCOR in determining how the multi-tiered monitoring data would aid in evaluating the Task Order.

- F. Demobilization Plan: The contractor must submit a demobilization plan to the TOCOR and TOCO for approval 90 calendar days before the completion date of the contract. The plan will include an illustrative property disposition plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract, and a timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan. USAID shall approve or disapprove the proposed plan in writing, at least 60 calendar days prior to the completion of the contract.
- G. Grants Manual: The contractor must produce a manual for its grant-making activities. The manual must address at a minimum the following issues: Development of a grant-making process, eligibility/selection criteria, application materials for grant seekers. The grant-making process will be a competitive process, except in cases as indicated in section C of this Task Order. The contractor must submit the manual to USAID TOCOR for review and approval within the first 60 days of Task Order issuance. After TOCOR's comments, the contractor will then have 10 days to submit a revised manual for approval.
- H. Other reports: As required from time to time, the contractor must prepare and present data and other information needed for periodic portfolio reviews, for USAID/Afghanistan Annual Report and Congressional Budget Justifications, scene setters, briefing packages, speeches, talking points, congressional delegation briefings, success stories, press releases, and public information/outreach documents. This information will address activities that highlight the impact of USAID/Afghanistan activities. The reports will be on an ad-hoc basis, based on specified formats, USAID-required processes and at the request of USAID/Afghanistan.

I. Summary of Reports

<b>Report/Deliverable</b>	<b>Version</b>	<b>Timeframe</b>	<b>Submit to:</b>	
Baseline/Needs Assessment	Draft	90 calendar days after Contract award date	TOCOR	
	Final	10 calendar days upon receipt of TOCOR comments		
Annual Work Plan (AWP)	Draft AWP Year 1	90 calendar days after Contract award date	TOCOR	
	Final AWP Year 1	10 calendar days upon receipt of TOCOR comments		
	Draft AWP for Subsequent Years	30 calendar days prior to the expiration of the current year work plan.	TOCOR	
	Final AWP for Subsequent Years	10 calendar days upon receipt of TOCOR comments	TOCOR	
Activity M&E Plan (AMEP)	Draft AMEP	90 calendar days after contract award	TOCOR	
	Final AMEP	10 calendar days upon receipt of TOCOR comments		
Biweekly Updates	Final	Per schedule determined by TOCOR	TOCOR	
Quarterly Performance Reports*	Draft	Quarter 1	January 30	TOCOR
		Quarter 2	April 30	
		Quarter 3	July 30	
	Final	10 calendar days upon receipt of TOCOR comments		
Success Stories	Final	Submitted with each quarterly report.	TOCOR	
Annual Report*	Draft	Annually no later than October 30	TOCOR and TOCO	
	Final	10 calendar days upon receipt of TOCOR comments		
Final Report*	Draft	30 calendar days prior to the Task Order completion.	TOCOR	
	Final	10 calendar days upon receipt of TOCOR comments		
Financial Reports	Final	Submitted at the end of each month and/or quarter. Accruals report shall be submitted at least 15 days before the end of each quarter.	TOCOR and Mission Controller	

Mid-term Assessment Report	Draft	Submitted at the end of the first quarter of year 3. Thereafter, USAID TOCOR will have ten calendar days to provide comments on the report	TOCOR
	Final	10 calendar days upon receipt of TOCOR comments	TOCOR
Final Evaluation Report	Draft	The timing of the final evaluation will be decided in consultation with the USAID TOCO and TOCOR, depending on plans to exercise any of the option years.	TOCOR
	Final		
Demobilization Plan	Draft	90 calendar days before the completion date of the contract. Thereafter, USAID TOCOR will have ten calendar days to provide comments on the demobilization plan.	TOCO and TOCOR
	Final	10 calendar days upon receipt of TOCOR comments	
Grant Manual	Draft	60 calendar days after Contract award date	TOCOR
	Final	10 calendar days upon receipt of TOCOR comments	
Other reports	TBD	TBD	TOCOR

*Items identified by an asterisk (\*) will also be submitted to the USAID Development Experience Clearinghouse (DEC), upon TOCOR approval of final draft versions.*

F.3 DELIVERABLES, DELIVERY AND FIXED FEE SCHEDULE

The table below contains the deliverables that USAID requires the Contractor to achieve.

Summary of Deliverables and Fixed Fee:

DELIVERABLES	Due Date		Fee (%)	Fee Amount
Deliverables for Base Period (Year 1 – Year 3)	Year	Qtr		
<b>Sub Purpose 1:</b>				
1.1.1 SC training needs assessment completed	1	3	████	████████
1.2.1 HICD assessment for SC, AIBA, and <i>Huquq</i> completed	1	3	████	████████
1.2.2 Assessment of the ACAS submitted with recommendations	1	4	████	████████
1.2.3 Assessment of SC code of conduct completed	1	2	████	████████
1.3.1 Grant to AIBA awarded	1	2	████	████████
1.1.2 CJE course materials prepared for the regional judicial conferences	2	3	████	████████
1.1.2 Comprehensive evaluation of the Stage with recommendations submitted	2	3	████	████████
1.2.1 Court administrator training (includes ACAS2 training) delivered	2	2	████	████████
1.2.2 ACAS2 completed and ready for roll-out	2	3	████	████████
1.3.1 AIBA strategic plan (including pro bono service goals) completed	2	2	████	████████
1.2.2. Updated ACAS procedures manual completed	3	1	████	████████
1.2.3 Comprehensive judicial code of conduct bench book completed	3	2	████	████████
1.3.2 CLE course materials prepared for AIBA	3	2	████	████████
<b>Sub Purpose 2:</b>				
2.1.1 <i>Huquq</i> training assessment and recommendations submitted	2	1	████	████████
2.3.1 & 2.4.1 At least two grants to CSO partners engaged in TDR awarded	2	1	████	████████
2.3.1 & 2.4.1 At least two grants to CSO partners engaged in TDR awarded	3	1	████	████████
<b>Sub Purpose 3:</b>				
3.1.1 At least two grants to CSO partners engaged in public education/monitoring awarded	2	4	████	████████
3.1.1 HICD assessment of CSO completed	3	3	████	████████
3.1.1 At least two grants to CSO partners engaged in public education/monitoring awarded	3	4	████	████████

<b>Section F Deliverables</b>				
Year 1 Work Plan submitted and approved	1	2	■	■
Activity M&E Plan submitted and approved	1	2	■	■
Grants Manual submitted and approved	1	2	■	■
Year 1 Quarterly Performance Report submitted and approved	1	2	■	■
Year 1 Quarterly Performance Report submitted and approved	1	3	■	■
Year 1 Quarterly Performance Report submitted and approved	1	4	■	■
Year 2 Work Plan submitted and approved	1	4	■	■
Year 1 Annual Performance Report submitted and approved	2	1	■	■
Year 2 Quarterly Performance Report submitted and approved	2	2	■	■
Year 2 Quarterly Performance Report submitted and approved	2	3	■	■
Year 2 Quarterly Performance Report submitted and approved	2	4	■	■
Year 3 Work Plan submitted and approved	2	4	■	■
Year 2 Annual Performance Report submitted and approved	3	1	■	■
Mid-Term Assessment Report submitted and approved	3	1	■	■
Year 3 Quarterly Performance Report submitted and approved	3	2	■	■
Year 3 Quarterly Performance Report submitted and approved	3	3	■	■
Year 3 Quarterly Performance Report submitted and approved	3	4	■	■
Year 4 Work Plan submitted and approved	3	4	■	■
<b>Total</b>			■	■
<b>Deliverables for Option Period 1 (Year 4)</b>				
<b>Sub Purpose 1:</b>				
1.1.2 CJE course materials prepared for the regional judicial conferences	4	2	■	■
1.2.2 ACAS2 refresher course delivered	4	2	■	■
<b>Sub Purpose 2:</b>				
2.2.1 Comprehensive <i>Huquq</i> case management procedure manual completed	4	1	■	■
2.2.1 <i>Huquq</i> case management system refresher course delivered	4	4	■	■
2.3.1 & 2.4.1 At least two grants to CSO partners engaged in TDR awarded	4	1	■	■
<b>Sub Purpose 3:</b>				
3.1.1 At least two grants to CSO partners engaged in public education/monitoring awarded	4	3	■	■
<b>Section F Deliverables</b>				
Year 3 Annual Performance Report submitted and approved	4	1	■	■
Year 4 Quarterly Performance Report submitted and approved	4	2	■	■
Year 4 Quarterly Performance Report submitted and approved	4	3	■	■

Year 4 Quarterly Performance Report submitted and approved	4	4	████	████
Year 5 Work Plan submitted and approved	4	4	████	████
<b>Total</b>			████	████
<b>Deliverables for Option Period 2 (Year 5)</b>				
<b>Sub Purpose 1:</b>				
1.2.2 ACAS2 refresher course delivered	5	1	████	████
1.3.2 CLE course materials prepared for AIBA	5	2	████	████
<b>Sub Purpose 2:</b>				
2.2.1 Huquq case management system refresher course delivered	5	3	████	████
<b>Sub Purpose 3:</b>				
N/A				
<b>Section F Deliverables</b>				
Year 4 Annual Performance Report submitted and approved	5	1	████	████
Year 5 Quarterly Performance Report submitted and approved	5	2	████	████
Year 5 Quarterly Performance Report submitted and approved	5	3	████	████
Year 5 Quarterly Performance Report submitted and approved	5	4	████	████
Final Performance Report submitted and approved	5	4	████	████
Final Assessment Report submitted and approved	5	4	████	████
<b>Total</b>			████	████

**Base Period Fee**  
**Option # 1 Fee**  
**Option # 2 Fee**  
**TOTAL FEE**

██████████  
██████████  
██████████  
██████████

F.4 KEY PERSONNEL

- (a) Key personnel are essential to the work being performed under the *Adalat* Project. The TOCO shall approve the Task Order key personnel.
- (b) The key personnel specified in task orders are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the contractor must provide reasonable advanced notification both the TOCO and TOCOR and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the TOCO.

- (c) In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to the individuals or firms that were specifically identified and agreed to during negotiations. The contractor must obtain the TOCO’s written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants.
- (d) The key personnel that the Contractor must furnish for the performance of this TO contract are as follows:

#	Position Title	Name
1	Chief of Party	[REDACTED]
2	Deputy Chief of Party	[REDACTED]
3	Finance and Administration Manager	[REDACTED]
4	Monitoring and Evaluation Specialist	[REDACTED]
5	Subcontracts, Grants and Compliance (SGC) Manager	[REDACTED]

**Personnel Responsibilities**

The contractor must assemble a team with the required knowledge and experience. Core responsibilities of the team will include:

- Managing and coordinating activities as set forth in the approved technical approach and work plans;
- Maintaining contact with justice sector institutions, CSOs, donors, and other stakeholders relevant to this project to coordinate activities and information exchange;
- Designing and managing necessary capacity assessment and capacity development plans for justice sector institutions and CSOs at the national and local levels;
- Designing and managing M&E activities, including conducting required assessments and obtaining customer feedback from stakeholders at the national and local levels;
- Preparing terms of reference and identifying specialists, including, as appropriate, for work performed by contractors, consultants and other entities;
- Coordinating short-term consultancies;
- Ensuring compliance with all USAID reporting requirements; and
- Managing finance, administrative, and logistic operations at its main and regional offices in Afghanistan.

**Qualifications of Key Personnel:**

The contractor will identify by name the key management and technical personnel.

Chief of Party (COP): The COP must provide technical leadership and administrative oversight of the project. The COP will be responsible for the day-to-day management of the project, will ensure the project is progressing appropriately and meeting its targets, and will serve as the principal liaison to USAID. A high degree of demonstrated technical expertise combined with extraordinary communication and management skills are essential for this position. The COP must have the following minimum set of qualifications:

- Fifteen years of progressively responsible professional development experience, a significant portion of which must include managing international rule-of-law projects in a developing country, and five to seven years of general management experience;
- A J.D., L.L.M., Ph.D. in legal studies OR a M.A., Ph.D. degree in management, international development or a related field of study is required;
- Demonstrated experience in institutional capacity development and in working effectively with a broad range of counterpart, including high-level government officials and CSOs;
- Proven competence in the design, management, implementation, monitoring, and evaluation of similar international donor-supported projects, with demonstrated skills in strategic planning, management, supervision, coordination, and budgeting;
- Experience managing similar projects in challenging development and security environments;
- Strong communication skills, including interpersonal, written and oral English, to fulfill the diverse technical and managerial requirements of the Project and to coordinate effectively with a wide range of stakeholders; and
- Proven ability to develop and communicate a common vision among diverse partners and the ability to lead multidisciplinary teams;
- Candidates with experience leading projects in challenging security environments are preferred.

Deputy Chief of Party: This candidate must be able to act as COP in the COP's absence. The deputy COP must focus on technical implementation of the project and have the following minimum set of qualifications:

- Seven years of progressively responsible experience in rule of law development;
- At least a B.A. in legal studies, management, international development or a related field of study is required;
- Strong bilingual communication skills, including written and oral English and Dari or Pashto;
- Strong interpersonal/diplomatic skills and cultural/political sensitivity; and
- Strong institutional analytical and development skills, including gender analysis and integration.
- Demonstrated experience at developing institutional capacity assessments and development plans for justice sector institutions and CSOs.
- An Afghan National for this position is highly encouraged.

Finance and Administrative Manager: The Finance and Administrative Manager will oversee the financial management and logistics for the Project. The Finance and Administration Manager must have the following minimum set of qualifications:

- Five years of progressively responsible experience executing administration and financial management responsibilities of development projects;
- A bachelor's degree in international development, accounting, or other relevant field;
- Demonstrable knowledge of U.S. government contract management and financial systems;
- Experience with computerized accounting and strong organizational and leadership skills.
- Strong communication skills, including interpersonal written and oral English. Proficiency in Dari and/or Pashto preferred.

Monitoring and Evaluation (M&E) Specialist: The M&E Specialist will oversee the monitoring and evaluation for the project. The M&E specialist must have the following minimum set of qualifications:

- A minimum of five years of progressively responsible experience in development project monitoring and evaluation, including the design and management of evaluations;
- A bachelor's degree in international development, statistics, or other relevant field;
- Ability to provide expert guidance on performance monitoring in challenging development environments; and
- Strong communication skills, including interpersonal, written and oral English. Proficiency in Dari and/or Pashto preferred;
- An Afghan National for this position is highly encouraged.

Subcontracts, Grants, and Compliance (SGC) Manager: The SGC Manager will be responsible for activities related to procurement of service delivery equipment and infrastructure, compliance with all USAID rules and regulations, internal audits, monitoring of sub-grantees, and program risk mitigation. The SGC Manager must have the following minimum set of qualifications:

- At least five years of progressively responsible contract, subcontract and/or grants and compliance management , with demonstrated ability to:
  - Ensure quality and timeliness of service delivery equipment and infrastructure sub-projects.
  - Ensure compliance with regulations, USAID policies, and USAID/Afghanistan Mission Orders and Implementing Partner Notices.
  - Manage grants under contract funds.
  - Establish standards and procedures to ensure that compliance efforts throughout the project are effective and efficient in preventing, detecting, identifying, and correcting noncompliance with applicable rules and regulations.
  - Ensure compliance to organizational policies, procedures, and internal controls.

- Ensure due diligence that funds are not being diverted from their development purpose outlined in the contract and are not vulnerable to corruption, extortion or otherwise benefitting malign groups.
- A university degree in international development, public policy, urban planning, or other relevant field such as political science, is required.
- Strong communication skills, including interpersonal, written and oral English. Proficiency in Dari and/or Pashto preferred.
- Relevant certification from internationally recognized compliance or auditing organization (Institute of Internal Auditors, International Standards Organization, American Society for Quality, International Register of Certified Auditors, etc.) is highly preferred.
- At least five years of experience in quality control, audit, procurement, finance, management or legal fields;
- An Afghan National for this position is highly encouraged.

[END OF SECTION F]

## SECTION G – TASK ORDER ADMINISTRATION

### G.1 ADMINISTRATIVE TASK ORDER CONTRACTING OFFICER

The Administrative Task Order Contracting Officer is:

Patrick E. Robison  
Office of Acquisition and Assistance  
USAID/Afghanistan,  
Great Massoud Road  
Kabul, Afghanistan

### G.2 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The TOCOR who will be responsible for technical oversight for this Task Order is:

Ms. Tizeta Wodajo  
USAID/Afghanistan,  
Great Massoud Road  
Kabul, Afghanistan

### G.3 PAYING OFFICE

Office of Financial Management  
USAID/Afghanistan  
6180 Kabul Place  
Dulles, VA 20189-6180  
Email: [kabulaidevouchers@usaid.gov](mailto:kabulaidevouchers@usaid.gov)

### G.4 ACCOUNTING AND APPROPRIATION DATA

GLAAS Requisition No.: REQ-306-14-000174/000001

Funding Information:

Line Item:	1
BBFY:	2009
EBFY:	2010
Fund:	ES-SUP
OP:	AFGHANISTAN
Prog area:	A07
Dist Code:	306-M
Prog Elem:	A029
Team/Div:	AFG/DGO
BGA:	306
SOC:	4100302
Funded:	<b><u>\$51,672.56</u></b>

Line Item: 2  
 BBFY: 2012  
 EBFY: 2013  
 Fund: ES-OCO  
 OP: AFGHANISTAN  
 Prog area: A07  
 Dist Code: 306-M  
 Prog Elem: A029  
 Team/Div: AFG/DGO  
 BGA: 306  
 SOC: 4100302  
 Funded: **\$6,203,821.00**

Line Item: 3  
 BBFY: 2012  
 EBFY: 2013  
 Fund: ES-OCO  
 OP: AFGHANISTAN  
 Prog area: A07  
 Dist Code: 306-M  
 Prog Elem: A031  
 Team/Div: AFG/DGO  
 BGA: 306  
 SOC: 4100302  
 Funded: **\$918,872.00**

Line Item: 4  
 BBFY: 2013  
 EBFY: 2014  
 Fund: ES-OCO  
 OP: AFGHANISTAN  
 Prog area: A07  
 Dist Code: 306-M  
 Prog Elem: A031  
 Team/Div: AFG/DGO  
 BGA: 306  
 SOC: 4100301  
 Funded: **\$7,825,634.44**

**Total Obligated Amount: \$15,000,000.00**

## G.5 INVOICES

The preferred method of transmission of invoices is through electronic medium at the following address: [KabulAIDvouchers@usaid.gov](mailto:KabulAIDvouchers@usaid.gov). Subject line shall read Award No. and name of firm. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

Office of Financial Management  
USAID/Afghanistan  
6180 Kabul Place  
Dulles, VA 20189-6180

Email: [kabulaidevouchers@usaid.gov](mailto:kabulaidevouchers@usaid.gov)

Financial Tracking and vouchering

It is likely that multiple resources of funds, e.g., supplemental funds, may be used to fund this contract. The contractor should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds. Prior year funds should be disbursed first.

[END OF SECTION G]

## SECTION H - SPECIAL TASK ORDER REQUIREMENTS

This section incorporates by reference section H of the IDIQ Contract.

### H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services under this contract is 937.

### H.2 USAID/AFGHANISTAN PUBLIC POSTING (FEB 2016)

This award will be posted in its entirety within 60 days of award, without alteration except that the Implementing Partner may provide a redacted version of the award to USAID for review and consideration. The Implementing Partner must provide the redacted version within 30 days of the effective date of the award and direct the request and redacted copy via e-mail to [kblaidoacompliance@usaid.gov](mailto:kblaidoacompliance@usaid.gov).

### H.3 DATABASE REPORTING REQUIREMENTS (JUNE 2015)

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is USAID Info. USAID Info supports a number of exercises including: Mission-wide Portfolio Reviews, the Performance Plan and Report, the Multi-Tiered Monitoring Approach, and coordination efforts. Reported information may impact policy formulation and project design stakeholders including USAID/Afghanistan, USAID/Washington, the United States Congress, the Government of the Islamic Republic of Afghanistan (GIROA), and other donors.

USAID requires a minimum of quarterly (United States Government Fiscal Quarters) data submissions throughout the entire life of the award. The partner must provide updates for all required data elements as specified in the reporting requirements of their award. As applicable, data to be reported into USAID Info may include:

- GPS (global positioning system) data and other supporting details on the specific implementation activities as detailed in the work plan.
- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

The COR responsible for the award will provide specific guidance on reporting, provide access to the system for the Implementing Partner (IP), and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. IPs must use the USAID Info interface for data entry.

Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1).

Unless otherwise specified, USAID Info/Afghan Info can be accessed at:  
<https://usaaidinfo.usaid.gov/>

#### H.4 GENDER REPORTING

As required by Section C of this TO, Contractor shall report data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls.

#### H.5 ENVIRONMENTAL CONCERNS

Task Order training and technical assistance activities fall under 22 CFR 216.2 (c) (2) and are categorically excluded from any further environmental review requirements. The procurement of IT equipment, generators and fuel is expected to have a minor effect on the natural and physical environment. For those items, the contractor must provide evidence that equipment, commodities, and materials procured are used in a safe way and properly disposed of at the end of their useful lives in a manner consistent with best management practices according to Afghan, United States, European Union or equivalent standards acceptable to USAID. All applicable national and international environmental laws must be followed at all times.

#### H.6 VETTING REQUIREMENT (FEB 2016)

The Implementing Partner (IP) must comply with USAID/Afghanistan's Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

- (a) In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting (Attachment J.1) the IP must complete and submit a "USAID Information Form" for:
- i. Itself, if it is a non-U. S. entity;
  - ii. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
  - iii. Each key individual that is a non-U.S. entity.

(b) For purposes of this clause/provision, the following definitions apply:

"Non-U.S. entity" means:

- 1) any non-US citizen or non-permanent legal resident of the United States; or
- 2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means:

- i. an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held;
  - ii. principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);
  - iii. the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
  - iv. the program manager or chief of party for the USAID-financed program; and
  - v. any other person with significant responsibilities for administration of USAID financed activities or resources.
- (c) The requirements of paragraph (a) of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:
- i. Once a year; or
  - ii. When there is a change or addition to any entity or person identified in paragraph (a).
- (d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

#### H.7 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc.). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual,
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee,
3. The detention of an employee against their will.

Implementing partners must provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it cannot be done immediately. The emails must be sent to: [KabulAIDSSO@usaid.gov](mailto:KabulAIDSSO@usaid.gov). This notification must provide as many details as are known at the time about the incident. Within 24 hours of the incident, the implementing partner must submit a more formal written incident report. The prime partner shall provide the report to the SSO and will

concurrently send a copy to the USAID Cognizant Contracting Officer's Representative (COR) and the Contracting Officer (CO).

The initial written report must include the award number, the name of the company, location where the incident occurred (LatiLon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner must provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall must notify the SSO within 24 hours of the death of the individual.[U1]

#### H.8 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 “Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008),“ the Contracting Officer hereby identifies DoD’s Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer’s Technical

Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

## H.9 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (FEB 2016)

### (a) Limitations:

(1) Salary ranges for all positions under this award must be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the Contractor and submitted to the Contracting Officer for approval. Upon establishment of the salary ranges for professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor's personnel practices. That individual's salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor must avoid "rank-in-person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds the market value of the position or the highest rate of annual salary (full year) or wage received during any full year of the immediately preceding three (3) years, the cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate in USAID's Contractor Salary Threshold.

(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 nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee has not completed one (1) full year tenure in Afghanistan.

(d) Annual Salary Increases: Annual salary increase (of any kind -- cost of living, merit, promotion increase, or any other type) of not more than 2% cumulatively may be granted after the employee's completion of each twelve-month period of satisfactory services

under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the restrictions detailed in ADS 302.3.6.10 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants: Personnel who are retained, usually on a short-term basis, for their expertise in a particular field and who are generally compensated through the payment of a daily rate, whether determined on a fixed price or hourly rate basis. Consultants generally are not retained as employees of the contractor, and require subcontract consent in accordance with FAR 44.

International Consultants are recruited internationally.

Local Consultants are recruited within country.

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer or if the consultant was specifically named in the approved budget and a Contractor Employee Biographical Data Sheet was submitted; and if such provision has been made or approval given, compensation shall be within the pay scale specified and shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in ADS 302.3.6.10, whichever is less.

(f) Initial Salaries: The contractor must compensate non-US personnel in accordance with its salary scale, staffing plan, and compensation package. The contractor must submit a salary scale that reflects its proposed Contract staffing plan covering all planned non-US (CCN/TCN) positions together with Contractor's compensation policies. The compensation plan must cover all proposed initial salaries and salary ranges for all positions. Initial salaries will be within each range and will be based on other factors including but not limited to consideration of the prevailing in country salaries for similar positions in the markets, the individual's education, salary and/or consultant rate history over the most recent 3 full years.

(g) Work Week:

1) Non-overseas Employees

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

2) Overseas Employee

The workweek for the Contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the workweek for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

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

(i) Authorized Work Day/Week:

No overtime or premium pay is authorized under this Contract. A six-day workweek is authorized.

#### H.10 HOST COUNTRY TAXES AND DUTIES (FEB 2016)

The Implementing Partner is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes of every kind. In accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27), such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Implementing Partner is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan.

#### H.11 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEB 2016)

Unless otherwise authorized in writing by the Contracting Officer, the Implementing Partner must not use funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

**22 CFR 205.1 (d)** – Specifically related to grants and cooperative agreements, however, USAID funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. USAID funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to USAID funds in this part. Sanctuaries, chapels, or other rooms that a USAID-funded religious congregation uses as its principal place of worship, however, are ineligible for USAID-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term

of the grant, is subject to government-wide regulations governing real property disposition.

## H.12 FRAUD REPORTING

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

## H.13 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

### 1. Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

2. By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:
  - a) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
  - b) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

3. Procedure to register for notifications. Go to: <https://sites.google.com/site/usaaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.
4. Processing of IPN Portal Modifications. The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

## H.14 ELECTRONIC PAYMENTS SYSTEM

### 1. Definitions:

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

- b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
  - a. Cash Payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
  - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.

More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutioncenter.nethope.org/programs/c2e-toolkit>.

## H.15 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

1. Definitions. For the purpose of submissions to the DDL:
  - a. “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the

contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

- b. "Intellectual Work" includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- c. Submissions to the Development Data Library (DDL)
  - i. The Contractor must submit to the Development Data Library (DDL), at [www.usaid.gov/data](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
  - ii. Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to

- the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
- iii. The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).
  - iv. The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission. Text highlighted in yellow indicates that the material is new or substantively revised.
  - v. The contractor must not submit classified data to the DDL.

#### H.16 SUB-AWARD REQUIREMENTS (FEB 2016)

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Contracting Officer.

(b) Definitions: The term "award" in this clause refers to the direct award between USAID and the Implementing Partner (IP). A "first-tier sub-award" is a direct award between the IP and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent, and appropriate local sub-awards with legitimate and competent sub-awardees. IP's must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. IP's must ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the IP must promptly request approval in writing from the Contracting Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) An IP's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;

- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(g) For purposes of calculating tiers, the following will not be considered a tier:

- (i) subsidiaries of the awardee;
  - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
  - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
  - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause/provision;
  - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.

(h) Unless an exception is provided per section (d) above. The IP will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The IP is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

#### H.17 SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JAN 2016)

The Implementing Partner (IP) must enroll all American citizens traveling to Afghanistan in STEP at [www.travel.state.gov](http://www.travel.state.gov). Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.

[END OF SECTION H]

## **SECTION I - CONTRACT CLAUSES**

### **I.1. REFERENCE BASIC IQC**

The clauses included in the basic IQC AID-OAA-I-13-00034 are incorporated in this task order by reference.

### **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 five years.

[END OF SECTION I]

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT J. 1 USAID VETTING PARTNER INFORMATION FORM

ATTACHMENT J. 2 CIVIL LAW TRAINING TOPICS

ATTACHMENT J. 3 CRIMINAL LAW TRAINING TOPICS

ATTACHMENT J. 4 PROCEDURAL MANUAL

[END OF SECTION J]

END OF TASK ORDER NUMBER AID-OAA-I-13-00034/ AID-306-TO-16-00007