

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 35D)

RATING

PAGE OF PAGES

2. CONTRACT (Proc. Inst. Ident.) NO.
519-0376-C-00-3115-00

3. EFFECTIVE DATE
June 1, 1993

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
PIO/T No. 519-0376-3-20070

1 | 41

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

CONTRACTING OFFICE
USAID/El Salvador
AMEMBASSY-USAID
UNIT 3110
APO AA 34023

ISN 88601
PD-ABI-705

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

CHECCHI & CO. CONSULTING, INC.
1730 Rhode Island Ave. N.W.
Washington, D.C. 20036-3193

ENTERED

SEP 20 1993

Section

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM

12

11. SHIP TO/MARK FOR

FACILITY CODE

CODE

12. PAYMENT WILL BE MADE BY
Controller's Office
USAID/El Salvador
UNIT 3110 - APO AA 34023

CODE

N/A

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)(1)

41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

See Section G.2

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The Contractor shall perform the services described in Section C of this contract.

18G. TOTAL AMOUNT OF CONTRACT \$10,048,691

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 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. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

Mr. Vincent A. Checchi Jr. Vice-President

Laura K. McGhee

BEST AVAILABLE COPY

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY Vincent A. Checchi Jr.
(Signature of person authorized to sign)

4/28/93

BY Laura K. McGhee
(Signature of Contracting Officer)

28 Apr 93

SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

The services to be provided under this contract are described in Section C. Estimated cost, fixed fee, amount of funds obligated and itemized budget are set forth below.

B.1. ESTIMATED COST, LIMITATION OF FUNDS, AND FIXED FEE

A. The total estimated cost for performance of this contract, exclusive of the fixed fee, is \$ 9,381,052. The fixed fee is \$ 667,639. The budget for these costs is contained in B.2. below.

B. The funds presently available and obligated for performance of this contract are limited to \$ 2,267,749. The Contractor shall not exceed this amount unless approved by the Contracting Officer as provided in the clause in Section I of this contract entitled LIMITATION OF FUNDS. It is estimated that the amount currently obligated will be sufficient to fund this contract through February 1994.

B.2. BUDGET

A. The following itemized budget for performance of the contract sets forth the fixed fee and estimates for reimbursement in dollars for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder, or the obligated amount, whichever is less (see the Article in this section entitled "Estimated Cost, Limitation of Funds, and Fixed Fee"). Without the prior written approval of the AID Project Officer (which must be retained by the Contractor for audit purposes and a copy of which the Contractor shall furnish to the Contracting Officer), the Contractor may not exceed the estimated dollar cost for any individual line item shown below by more than 15% of such line item, except for indirect costs which are governed by the provision in Section H entitled "Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs". The fee is fixed.

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SECTION C

DESCRIPTION/SPECS/WORK STATEMENT

C.1. BACKGROUND

C.1.1. Program Overview

This Project builds upon the lessons learned during a difficult, eight-year (1984-92) USG effort to improve the administration of justice in El Salvador. While international attention has correctly focussed on this country's poor human rights record, it has tended to ignore some of the positive changes that have been made as a result of Salvadoran commitment and USG policy and project-based assistance. Intensive USG policy dialogue efforts, USAID's Judicial Reform I Project, and Department of State/International Criminal Investigative Training Assistance Program (ICITAP) assistance have enabled Salvadorans to take some of the first important steps to overcome structural, legal, technical and human resource weaknesses in its justice sector.

The Judicial Reform II Project initiates a second phase in USG assistance to the El Salvador justice sector. Implementation of the first phase of this reform activity (Judicial Reform I) has been implemented by Checchi and Company Consulting, Inc. under Contract No. 519-0296-C-00-1023-00 since November of 1990. Checchi also produced several technical reports for USAID in the design stage of the Judicial Reform II Project; however, actual design of Judicial Reform II was done by USAID drawing upon analyses from various sources. The goal of the Project is to strengthen Salvadoran democracy. The Project purpose is to accelerate and deepen El Salvador's judicial reform process so that due process and equality before the law are guaranteed. Although it is not reasonable to expect that all the constraints facing the Salvadoran justice system will be resolved by the end of the five year life of the Project, through project assistance and a sustained commitment of Salvadorans to improving the administration of justice, the following achievements are expected by the end of the Project:

- (1) a significant reduction in the criminal and civil case backlog, and a reduction in the number of detained individuals awaiting trial or sentencing;
- (2) enactment and implementation of legal and organizational reforms which provide greater guarantees of due process, such as improved procedural protections (e.g.,

pre-trial release, legal representation and counseling before questioning, increased use of trials, greater reliance on physical as opposed to testimonial evidence, and assignment of investigation and sentencing phases to different judges);

(3) greater popular understanding of the law, the role of key players in the justice sector, and of the expectations for fair and timely judicial decisions;

(4) legal and organizational reforms to improve the legal framework, especially in areas related to civil, commercial and family matters; and

(5) the provision of adequate operational budgets and increased levels of other donor funding for justice sector improvement activities.

Assistance provided through this Project will support and strengthen the leadership of an incipient reform movement and improve the capability of justice sector institutions to implement reforms. The Project will strengthen the capacity of leaders, and the organizations they represent, to analyze issues, engage a broad spectrum of the Salvadoran legal community and populace at large in the design of solutions, and actively implement a justice sector reform program that merits the confidence of the citizenry. To ensure a wide range of participants and political views, the Project will work with both public and private institutions. By supporting studies, seminars and public debate, a broader consensus will be built on the extent and pace of El Salvador's administration of justice reform program. At the same time, U.S. assistance will focus on helping justice sector institutions (i.e., the courts, prosecutors, and public defenders) implement reforms already adopted as well as those yet to come by providing a timely mix of resources -- technical assistance, training, commodities and operational support.

C.1.2. Project Strategy

The strategy or planned approach of the Judicial Reform II Project is:

(1) to develop and strengthen a cadre of leaders and mechanisms for independent analysis and discussion of justice sector performance and to build greater public understanding and support to ensure the sustainability of the reform process;

(2) to bring together leaders from the private and public sectors to develop a comprehensive justice sector reform

action plan which implements agreements contained in the Peace Accords, constitutional reforms, and Government of El Salvador (GOES) legal reform agenda; and identifies specific action-oriented programs to address priority operational and technical problems identified by the legal community and public at large (e.g., court backlog and inefficiency, justice system salaries);

(3) to improve planning and coordination among justice sector organizations, enabling them to more efficiently administer justice and to program financial resources to that end; and

(4) to strengthen institutional capacity to implement a comprehensive justice reform action plan through: (a) development of a Judicial Training Center to train justice sector personnel; (b) adoption of modern court management techniques; (c) implementation of a merit-based judicial screening and nomination process; and (d) improved coordination to allow the timely appointment of public defense in criminal cases. This support will be conditioned on continued evidence of GOES commitment to these activities, including adequate budgetary support.

A Coordinating Commission for the Justice Sector, composed of the President of the Supreme Court, Attorney General, Procurador General, Minister of Justice, and other representatives of justice sector agencies still to be identified, will establish short and long range goals, plans of action, and policies for execution of the Project. To facilitate project implementation, the Project will also support creation of a separate Implementing Technical Unit (ITU).

The ITU will be attached to the Ministry of Justice (MOJ), but work in close coordination with all justice sector institutions to facilitate the planning, implementation, and coordination of Project-funded activities. The ITU will prepare periodic reports on the status of End-of-Project indicators to be used by the Coordinating Commission to adjust plans as required. Among the principle responsibilities of the ITU are the following:

(1) development of a comprehensive, long-term justice sector reform plan;

(2) preparation and monitoring of annual Project implementation plans and budgets;

(3) organization of conferences and seminars, such as the annual Ibero-American Conference;

(4) coordination of technical assistance, training, public education, observational travel and other Project-funded activities;

(5) planning and organizational support for quarterly meetings of leadership of the seven institutions comprising the justice sector; and

(6) participation in the selection of NGOs proposals and contractors to carry out analytical studies, conferences or other Project-funded activities.

C.1.3. Project Components

The Judicial Reform II Project has three components; however, only two of these components will be implemented through the assistance provided under this contract. (The third component will be implemented by ICITAP, USIA and other USG agencies with USAID acting as coordinator of activities.)

(1) Component One, entitled Strengthening Salvadoran Support for Justice Sector Reform, includes technical assistance, analytical studies, conferences, public education, information dissemination and observational travel and is designed to enhance and broaden Salvadoran-led efforts to improve the administration of justice through legal and organizational reforms. Component One will also provide support for a major effort to expand popular understanding of basic legal rights and responsibilities, the legal process and justice reform activities.

(2) Component Two, entitled Strengthening Institutional Capacity to Implement Reforms, focuses on targeted support for Salvadoran efforts to implement reforms as they are adopted. In addition, this Component provides support for (a) implementing pilot legal, administrative and procedural improvement programs involving judges, prosecutors and public defenders in selected courts; and (b) planning and operational assistance to establish an in-service training program for judges, prosecutors and public defenders. The Project will provide commodities, technical assistance, and training to support these pilot programs and the implementation of reforms as adopted.

Joint public-private sector working groups will be established for each of these two Project components in order to provide advice and to facilitate private sector input into Project planning and decision-making. The composition of each working group will be determined jointly by AID and the Coordinating Commission. In addition to support for MOJ activities under Component One, the Contractor will also administer a small grants program with NGOs

(non-governmental organizations) to support private sector studies and seminars that will broaden and enhance public debate and input into the legal reform process.

C.1.4. Project Inputs

The Project will provide the following major inputs to facilitate accomplishment of Project objectives:

- (1) technical assistance of long and short term duration in legal reform, legal education program development, court administration, organizational methods/approaches for Attorney General and Public Defenders Office and such other areas as may be defined;
- (2) operational support, consisting of human resources, (professors), materials and material development, and commodities for the establishment of a national justice sector training center;
- (3) commodities, such as computers, textbooks, vehicles and other items required by justice sector agencies for Project implementation;
- (4) administrative support for the ITU and Working Groups, including office space for the ITU and meeting rooms for working groups;
- (5) grants (both in-kind and cash) to NGOs to finance research, seminars and other activities;
- (6) logistical and travel support for third country training and observational travel of key Salvadoran project participants;
- (7) financial and technical support for print and TV/radio messages;
- (8) planning and logistical support for annual Ibero-American conferences on key legal issues, involving third country speakers and 400-500 Salvadoran participants; and
- (9) development and publication of a quarterly law journal and other publications/brochures as required.

C.1.5. Project Outputs

Following are the major outputs expected by the time this project is completed:

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- (1) a multi-year comprehensive justice sector action plan which will enjoy broad private and public sector support, and will be used to guide planning and operations of the justice sector;
- (2) improved planning and coordination among justice sector organizations through regular meetings of the Justice Sector Coordinating Commission and creation of the Implementing Technical Unit (ITU) which will enable the justice sector to administer justice more efficiently and to program financial resources to that end;
- (3) a national level global outreach and public education program instituted and sustained through host country funding by year five of the Project;
- (4) a modern, reliable judicial information system in place, providing leaders and the general public with information on which to plan and to allocate resource for the justice sector;
- (5) increased public debate and increased fora for discussion on justice sector issues;
- (6) adequate budgets developed for operations of all principal justice sector institutions;
- (7) a Criminal Investigations Office created under the Attorney General;
- (8) legal and administrative reforms enacted to reduce the case backlog in the courts for both criminal and civil matters;
- (9) justice sector salary and compensation plans in place which are more competitive with the private sector, along with career laws to provide greater professional security;
- (10) a merit-based screening process in use for developing slates of candidates for judicial appointment;
- (11) the National Council of the Judiciary (NCJ) established and operating independent of the Court with its own budget and professional staff;
- (12) the court system, prosecutors and public defenders utilizing computer technology for case management and tracking wherever such technology is appropriate with modern systems for court administration adopted and operational;

(13) in-service training programs in place for legal, paralegal and administrative staff working in the justice sector, with special emphasis on legal procedural reforms; and

(14) other donors more actively engaged in funding justice reform activities.

C.2. CONTRACTOR SCOPE OF WORK

C.2.1. The objective of this contract is to provide assistance to the GOES working through, and in coordination with, the Coordinating Commission, the Implementing Technical Unit (ITU), and key justice sector institutions. The Contractor will be responsible for providing technical assistance; training; procurement services; and such other technical and administrative support as may be required to accomplish Project objectives. These responsibilities are not necessarily limited to the technical assistance needs identified herein since additional needs may be identified during Project implementation. The Contractor will also be responsible for management of a grants program (including award and administration of cash and in-kind grants to NGOs), organization of an annual Ibero-American Conference on Justice Reform, and provision of office space for both contractor and ITU personnel. In order to facilitate the planning and allocation of Project resources, and working in coordination with the MOJ, other justice sector agencies, and project working groups, the Contractor will assist the ITU to prepare a comprehensive, long term justice sector reform plan. Once approved by the National Coordinating Commission (NCC), this plan will be the guide for all Project-financed activities. Working with justice sector agencies and working groups, the Contractor will also assist the ITU to develop annual Project implementation plans and associated budgets and assist the ITU to prepare studies or plans for presentation to other donor agencies.

C.2.2. Based on annual Project implementation plans, Contractor will prepare an annual workplan for USAID approval. The work plan will identify and schedule major inputs (commodities, training, and technical assistance) and will identify both Contractor and host country tasks. Contractor will be responsible for carrying out this work plan and for keeping USAID informed of progress and problems as they arise so that needed adjustments can be made on a timely basis in order to achieve project objectives. The required relationships and specific tasks which can be identified at this time are discussed below. Contractor performance will begin no later than 30 days after award of contract.

C.2.3. Relationship with USAID/El Salvador

Principal contract and project oversight and management within USAID/El Salvador will be exercised by the Office of Democratic Initiatives (ODI). In accordance with the provision at Section G entitled "Technical Directions", the Contractor will receive general policy guidance and technical direction from the Director of ODI and his/her designated representative(s).

C.2.4. Relationship with Host Country Officials

The Contractor's Chief of Party will establish a close working relationship with the Justice Sector Coordinating Commission, the Implementing Technical Unit (ITU), and senior staff of key justice sector agencies. In order to facilitate a close working relationship, the ITU will share space with the Contractor. The ITU will be attached to the Ministry of Justice for technical, administrative and financial purposes, and work in close coordination with all justice sector institutions throughout the life of the Project in planning and coordinating Project-funded activities in conformance with goals, action plans and policies established. The Contractor will be expected to provide to USAID and to host country agencies regular written progress reports, in English and Spanish, of work underway, problems impeding effective implementation and/or delivery of Project assistance, and future plans.

C.2.5. Contractor, MOJ/ITU and USAID Coordination

A Project Management Group (PMG) consisting of the MOJ/ITU, USAID (Director of ODI and other Project management staff) and the Contractor (Chief of Party) will convene initially on a weekly basis to monitor and guide the initiation of Project activities. Once the Project assumes a momentum, the PMG will meet on a monthly basis for regular monitoring of Project activities. The PMG will provide leadership and support to Project implementors by (a) overseeing development and implementation of Coordinated Annual Action Plans that combine the workplans of the Contractor and the MOJ/ITU; (b) reviewing and selecting NGO and university proposals to carry out research and conduct seminars on priority justice reform issues; (c) reviewing progress status reports and making site visits; and (d) identifying potential problems and developing solutions for resolving them before they affect Project implementation. The PMG will review the comprehensive long range justice sector reform plan and Annual Action Plans in draft and provide comments to the ITU and the Coordinating Commission.

C.2.6. Technical Assistance

Contractor will provide appropriate long and short-term technical assistance. Technical services must be appropriate to the specific situation in El Salvador and provided on a timely basis, especially in the case of short-term advisors, who will be working under specific time constraints. All Contractor personnel must have the academic and technical qualifications required for the specific tasks he/she is expected to perform, along with experience in similar type projects, language proficiency, cultural sensitivity, and ability to work cooperatively with the various groups and individuals involved in this Project. A brief description of some of the duties expected of key personnel and required qualifications are set forth below. USAID and the host country agencies involved will have final approval authority for all key long-term Contractor personnel prior to assignment in El Salvador, as well as short term consultants.

C.2.6.1. Long-Term Technical Assistance

The types and periods of long-term and short-term technical services are subject to change during the course of the project based upon continuing evaluations and mutual agreement of the host country agencies, USAID, and the Contractor through Annual Action Plans which identify kinds and amounts of technical services required. Any such changes will be made by the Contracting Officer through a contract amendment following appropriate negotiations. Specific long term personnel needs which can be identified at this time are as follows:

TABLE 1

LONG TERM ADVISORS

(All positions to be located in El Salvador)

<u>POSITION</u>	<u>PERSON MONTHS</u>
Chief of Party/Legal Expert	36
Admin/Financial Manager	36
Court Administrator	30
Judicial Education Advisor	30
Public Education/IEC Specialist	24
Data Processing Advisor	<u>24</u>
	TOTAL 180

A. CHIEF OF PARTY/LEGAL EXPERT - 36 Months

The Chief of Party (COP) will be the Contractor's principal representative in El Salvador and have primary responsibility for maintaining appropriate liaison with the Coordinating Commission, senior staff of the justice sector agencies involved in Project implementation, the Executive Director of the ITU, the Legal Reform Working Group, and USAID. The duties of the COP will include but will not be limited to:

- guiding the ITU and Coordinating Commission in the development of the comprehensive long term justice sector reform plan;
- identifying technical assistance and/or other support requirements for the legal reform working group and the National Council of the Judiciary (NCJ) specifically;
- in-country administration of the contract and supervision of all technical assistance (short and long term);
- insuring, as counterpart to the Director of the ITU, that logistical support and accountability functions related to the Judicial Reform II Project are met; and
- as counterpart to the Director of the ITU, providing overall expertise in administration of justice reform issues.

COE/Legal Expert - Required Qualifications:

- Law degree
- Extensive practical experience with Napoleonic law and in administration of justice programs in Latin America;
- Experience in managing a complex administration of justice project, preferably overseas;
- Excellent inter-personal skills, demonstrated cultural sensitivity; and
- English and Spanish fluency. Minimum FSI Level 3; Level 4 highly desirable.

B. ADMIN MANAGER - 36 Months

The Admin Manager will be responsible for overall administration and financial reporting under the contract.

He/she will ensure that travel arrangements, local service contracts and commodity procurements comply with pertinent AID and Salvadoran regulations, and be otherwise responsible for all in-country logistical, administrative and procurement support.

Admin Manager - Required Qualifications:

- Extensive knowledge of the Salvadoran environment and its prevailing business/administrative practices;
- Experience in office administration and preparation of financial reports; and
- Fluent Spanish and ability to communicate in English.

C. COURT ADMINISTRATOR - 30 Months

The Court Administrator will provide technical assistance to the Court system and to the Offices of Attorney General and Public Defenders to develop improved, standardized case handling and administrative procedures. The Court Administrator, working with the Data Processing Advisor, will assist the Court, Attorney General and Public Defenders Offices to establish and/or refine the case tracking and detainee tracking systems. The Court Administrator will work with the Court, Public Defender and Attorney General, in establishing and implementing a pilot program of model courts to test administrative reforms and computerized tracking systems leading to a more efficient handling of cases. He/she will also work with the Judicial Education Advisor to design training programs for judges, court administrative personnel, prosecutors and public defenders to improve their legal knowledge and procedures. He/she will assist the Court to develop operational manuals for the use of court officials and employees and the Attorney General and Public Defenders offices, and will assist the judicial education advisor, to design in-service training programs for all court personnel.

Court Administrator - Required Qualifications:

- B.A. degree in public administration or related field, required; law degree highly desirable;
- Extensive experience in court administration;
- Experience with Latin American legal systems; and
- Spanish fluency.

E. JUDICIAL EDUCATION ADVISOR - 30 months

The Judicial Education Advisor, in coordination with the Court Administrator, will assist the National Council of the Judiciary (NCJ) working in coordination with the court system, Attorney General and Public Defenders offices to design and carry out a legal education program. The training program will focus initially, on the 800 practicing judges, public defenders and prosecutors. In the second year, the Judicial Education Advisor will assist the NCJ to adapt and institutionalize this program as a part of the National Judicial School.

The Judicial Education Advisor will be responsible for advising justice sector counterparts on the feasibility of subcontracting portions of the training to universities or other private contractors, and for assisting the NCJ to work with universities to upgrade the quality of academic legal training. He/she will also have primary responsibility for Salvadoran design of training programs for instructors of judicial school and university professors, and for oversight of editing and publication of a quarterly law journal.

Judicial Education Advisor - Required Qualifications:

- M.A. in education or related field; law degree desirable;
- Experience with design and implementation of legal training programs for legal and paralegal professionals;
- Demonstrated cultural sensitivity; and
- Spanish fluency

F. PUBLIC EDUCATION/INFORMATION, EDUCATION, COMMUNICATIONS (IEC) ADVISOR - 24 Months

The Public Ed/IEC Specialist will assist the ITU and justice sector agencies in developing and implementing public education programs designed to inform the public about basic legal rights and responsibilities, educate citizens about the justice reform process, and enlist greater participation and public support for the reform process. The Specialist will provide technical assistance to host country agencies in the design and implementation of low-cost information and education programs both on a pilot and long term basis.

Public Ed/IEC Advisor - Required Qualifications:

- Academic degree in the field of public administration, education and/or communications;

- Experience in the design of educational/informational materials using multi-media techniques (brochures, radio, TV, printed messages, etc.);
- Experience working in Latin America in IEC programs; and
- Spanish fluency.

G. DATA PROCESSING ADVISOR - 24 months

The Data Processing Advisor will provide technical assistance in the design/improvement of case tracking and management systems for the courts and for the Offices of Attorney General and Public Defender. He/she will also assist the ITU and justice sector agencies to develop and maintain a system of key judicial statistics in order to facilitate planning and evaluation of justice sector improvement programs.

Data Processing Advisor - Required Qualifications:

- Advanced degree in computer sciences;
- Extensive experience in design and implementation of statistical collection and management systems for legal/judicial programs, preferably in Latin America;
- Cultural sensitivity; and
- Spanish fluency.

C.2.6.2 SHORT TERM TECHNICAL ASSISTANCE

Contractor will provide approximately 228 person months of short-term advisors for periods ranging from two weeks to several months to be scheduled as needed on the recommendation of the Chief of Party and subject to the approval of the AID Project Manager. Specific plans for utilization of short-term consultants, including numbers and types, will be included in annual action plans cooperatively developed by the MOJ/ITU and the Contractor and submitted to AID for approval.

C.2.7. Procurement of Commodities and Services

Contractor will be responsible for the purchase and delivery of various commodities and services required for the Judicial Reform II Project. In coordination with the ITU, Contractor will conduct a needs assessment to determine the types and quantities of equipment, vehicles, reference materials, textbooks, and related services required for activities under each project component and, in conjunction with applicable host country

agency, develop technical specifications necessary to carry out procurement through competitive procedures. Contractor will identify commodity needs through detailed commodity procurement plans developed and submitted on an annual basis. The various specialists will be responsible for submitting commodity requirements to the COP for inclusion in the Annual Action Plan. The annual commodity procurement plan must indicate the source and origin of commodities to be procured and the need for any waivers to the authorized geographic code. A status report on all procurement activities will be included in the Contractor's semiannual progress report. Total expenditures on equipment and commodities is estimated at \$650,000.

C.2.8. Support for ITU, Annual Conferences, Third Country Travel

Due to space constraints within the Ministry of Justice, the Contractor will be responsible for providing office space for ITU staff, not to exceed 20 persons, as well as for its own technical assistance advisors. In addition, the Contractor will make all arrangements and provide logistical support for an annual conference on key legal issues, involving as many as 1,000 participants, and for travel of Salvadoran justice sector personnel and lawyers to third countries for observational purposes.

C.2.9. Grant Administration

The Contractor will execute and administer approximately 26 small in-kind and/or cash grants in support of NGO and other private sector conferences, workshops, and studies which contribute to discussion and public support for justice sector reform.

C.2.10. Legal Textbooks and Revolving Fund

The Contractor shall continue to manage the revolving fund created in the Judicial Reform I Project for the purposes of carrying out the legal training portion of the Scope of Work. All program income generated from sale of textbook shall be placed in the revolving fund. The Contractor will oversee the development of three legal textbooks and other educational material working in close coordination with the Council of Law School Deans. Funds earned from the sale of materials and texts will be deposited in a separate account, to be used to finance additional materials/text development. Management of this fund will be turned over to a Salvadoran NGO by year three of the project.

C.3. PLANNING/REPORTING REQUIREMENTS

C.3.1. The Contractor will deliver to the AID Project Manager an Implementation Plan for the remainder of Calendar Year 1993 within forty-five (45) days after contract award.

C.3.2. Prior to November 30 of each year of the contract, Contractor's long term advisors, working in coordination with GOES counterparts, will develop Annual Action Plans. These plans will be prepared in English and Spanish and will delineate major activities for the year, including specific tasks for the long term advisors, commodity procurement plans, short-term consultant needs, in-service training plans, and other proposed expenditures of contract funds. These plans must be consistent with and complement the comprehensive long term justice sector reform plan and Action Plans prepared by the MOJ/ITU for use of local currency counterpart funds. AID must review and approve these plans in writing prior to the commencement of activities for the next calendar year.

C.3.3. The Contractor will submit Semi-Annual Reports to USAID according to a schedule designed to meet AID/W reporting requirements (currently March 30 and September 30 closing periods). USAID will provide the format to be used for these reports and will advise the Contractor if format or schedules change during the life of the contract.

C.3.4. Within six months after contract award, the Contractor will submit to USAID for approval a plan for periodic evaluation of long-term technical assistance and for systematic evaluation of short-term consultants which also takes into consideration the assessment of relevant MOJ/ITU counterparts.

C.3.5. The Contractor will submit a final report at the end of the contract in accordance with the provisions of the clause at Section I entitled REPORTS.

C.3.6. After approval of final drafts, all above mentioned reports shall be submitted to USAID with five (5) copies in English and five (5) copies in Spanish.

.....End of Section C.....

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SECTION D

PACKING AND MARKING

The clause at Section I, AIDAR 752.7009 (AUG 1984) entitled MARKING, requires the Contractor to insure that contract activity sites (such as field offices, etc.) and any commodity items purchased specifically for the use of contract activities are identified with display signs, suitably marked with the AID emblem, indicating participation by the United States in ongoing activities of this contract, except as A.I.D. may otherwise agree in writing.

.....End of Section D.....

SECTION E

INSPECTION AND ACCEPTANCE

E.1. QUALITY ASSURANCE

The work and service to be performed under this contract shall be subject to on-site inspections and evaluations by the Cognizant Technical Officer (CTO) during the term of the contract. See the clause at Section I entitled, INSPECTION OF SERVICES - COST REIMBURSEMENT (FAR 52.246-5).

E.2. POINT OF INSPECTION AND ACCEPTANCE

Final inspection and acceptance will be made by the CTO, the Contracting Officer's authorized representative. Place of acceptance will be USAID/El Salvador.

E.3. ACCEPTANCE CRITERIA

Acceptance criteria will be based upon all performance meeting acceptable professional standards for technical competence, content, workmanship, clarity and completeness, as appropriate.

.....End of Section E.....

SECTION F

DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT SERVICES

The effective date of this contract is June 1, 1993. The estimated completion date is thirty-six (36) months thereafter. Subject to availability of funds and required AID administrative approvals, the parties may further agree to an extension and/or an increase of these services, in accordance with FAR 52.217-9, as required for completion of the Project.

F.2. REPORTS TO BE DELIVERED

The Contractor is required to submit to USAID/El Salvador reports identified in Section C and Section H hereof. A final end of project report must be submitted in accordance with the Section I clause entitled REPORTS (AIDAR 752.7026).

.....End of Section F.....

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. PAYMENT

Requests for payment shall be in submitted accordance with AIDAR 752.7003 entitled DOCUMENTATION FOR PAYMENT incorporated in Section I hereof by reference.

G.2. FISCAL DATA

Project No.	:	519-0376	
PIO/T No.	:	519-0376-3-20070	
Appropriation	:	72-1121037	(\$ 377,749)
		72-112/31021	(\$1,890,000)
Budget Plan Code:		LESA-92-25519-JG13	(\$ 377,749)
		LES2-92-25519-KG13	(\$1,890,000)
Amount Obligated:		\$ 2,267,749	
Total Est Cost	:	\$10,048,691	
CEC No.	:	00-325-25-2764	
Tax Id No.	:	52-1080155	
Technical Office:		USAID/El Salvador Office of Democratic Initiatives (ODI)	

G.3. TECHNICAL GUIDANCE

Performance of the work herein shall be subject to the technical guidance of the Cognizant Technical Office (ODI Project Manager, USAID/El Salvador). As used herein, "Technical Guidance" is guidance to the Contractor which amplifies project descriptions, inputs, activities and objectives, suggests possible lines of inquiry and project directions, or otherwise informs and completes the general scope of the work. "Technical Guidance" must be within the terms of this contract and shall not change or modify them in any way.

G.4. ADMINISTRATIVE CONTRACTING OFFICER

The Director, OSDBU/MRC, is designated Administrative Contracting Officer (ACO) solely for the purpose of assisting in monitoring, evaluating, and documenting contractor performance under the contract clause at FAR 52.219-9 and the negotiated subcontracting plan, if any, included in this contract (See Section H). The ACO shall provide the necessary information and advice to support the Procuring Contracting Officer (PCO), as appropriate by furnishing:

- (1) Information of the extent to which the contractor is meeting the plan's goals for subcontracting with eligible small and small disadvantaged business concerns;
- (2) Information on whether the contractor's efforts to ensure the participation of small and small disadvantaged business concerns are in accordance with its subcontracting plan;
- (3) Information on whether the contractor is requiring its subcontractors to adopt similar subcontracting plans; and
- (4) Immediate notice, if during contract performance, the contractor is failing to meet its commitments under the contract clause or the subcontracting plan, including submission of the required reports.

If the contractor has not complied in good faith with the subcontracting plan, the ACO shall make appropriate recommendations that the PCO may use for future contracts.

G.5. COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO THE CONTRACTOR

G.5.1. United States Dollar Costs

The United States dollar costs allowable under this contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this contract entitled ALLOWABLE COST AND PAYMENT.

G.5.2. Logistic Support

Contractor's nonresident employees assigned to El Salvador on a long term (1 year or longer) basis shall be entitled to duty-free entry of one (1) POV, and personal effects in accordance with US Mission Policy. All duty-free shipments must be consigned to the individual employee, C/O US Embassy, San Salvador, El

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. LEVEL OF EFFORT

H.1.1. The estimated level of effort for the performance of this contract on which the budget is predicated is 1,303 person-months of direct employee and/or consultant and/or subcontract labor, including home office support. The estimated composition of the total person-months of direct labor is as follows;

<u>Category</u>	<u>Person-Months</u>
Home Office Personnel	19.8
Long Term Personnel (Field)	180.0
Short Term Personnel (Field)	228.0
Local Office Staff	876.0

H.1.2. For purposes of defining the level of effort, a person-month is defined as one person working 21 days, 8 hours per day. The Contractor is required to provide the level of effort for long term personnel indicated above. In so far as short term personnel are identified and agreed upon between the Contractor and USAID/El Salvador, the Contractor shall provide the level of effort indicated above. The Contractor will provide such other personnel as may be required to complete the scope of work hereunder, subject to the Limitation of Funds/Limitation of Cost provisions and the contract budget (Section B, paragraph B.2) hereof.

H.2. KEY PERSONNEL

H.2.1. Following are key personnel which the Contractor shall furnish under this contract:

<u>Position Title</u>	<u>Name</u>
Chief of Party/Legal Expert	Jorge Obando

Position Title

Name

Admin Manager
Court Administrator
Public Ed/IEC Specialist
Data Processing Advisor
Judicial Education Advisor

Arlene de Charlaix
Henryk Montygierd-Loyba
Guido Fernandez
Rose Hart
Miguel Sanchez Mendez

H.2.2. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specific individuals from the contract, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

H.3. PERSONNEL COMPENSATION

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the clause entitled ALLOWABLE COST AND PAYMENT and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

H.3.1. Approvals

Salaries and Wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period of time in excess of one year, the normal base salary may be increased in accordance with Contractor's established policy and practice, but not to exceed 5 percent of base U.S. salary excluding benefits.

H.3.2. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, unsatisfactory performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to point of origin by the most expeditious air route plus accrued vacation leave.

H.3.3. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one merit or promotion increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after employee's completion of each twelve (12) month period of satisfactory services under the contract. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

H.3.4. Consultants

Consultant services will be reimbursed in connection with the services to be provided hereunder. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the CTO and if such a provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years, or (2) maximum daily salary rate of a Foreign Service Officer - Class 1, whichever is less. The Contractor shall ensure that no individual receives dual compensation with regard to State and Federal funds. (Note: The daily rate of a Foreign Service Officer - Class 1 is determined by dividing the annual salary by 2087 hours and multiplying by 8.)

H.3.5. Third Country and Cooperating Country Nationals

Salaries, wages, or benefits paid to Third Country or Cooperating Country Nationals may not, without specific written approval of the Contracting Officer, exceed the level of salaries or benefits paid to equivalent personnel by the AID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by AID, paid to personnel of equivalent technical competence.

H.3.6. Definitions

As used herein, the terms, "Salaries," "Wages," and "Compensation," mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "Compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work.

H.4. EMERGENCY LOCATOR

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

H.4.1. The individual's full name, home address, and telephone number.

H.4.2. The name and number of the contract, and whether the individual is an employee or dependent.

H.4.3. The Contractor's name, home office address, and telephone number, including any after hours emergency number(s), and the name of the Contractor's home office member having administrative responsibility for the contract.

H.4.4. The name, address, and telephone number(s) of each individual's next of kin.

H.4.5. Any special instruction pertaining to emergency situations such as power of attorney designee or alternate contact persons.

H.5. SPECIAL PROVISIONS REGARDING CONTRACT CLAUSES

In accordance with AIDAR 752.7032 whereunder the Contractor may not send individuals outside the United States to perform work under the contract without the prior written approval of the Contracting Officer, the Contracting Officer does hereby provide said approval for those individuals required to travel outside the United States, provided however, that concurrence with the assignment of any and all said individuals outside the United States is obtained in writing from the cognizant technical office prior to their assignment abroad. Such approval is subject to availability of funds and should not be construed as authorization to increase the estimated costs of the contract. This approval by the Contracting Officer shall not apply to any other clause or provision of this contract which specifically requires Contracting Officer approval.

H.6. EVALUATION PLAN

Through observation and monitoring of project activities, along with regularly scheduled informal meetings between the Cognizant Technical Officer (CTO) and the Contractor Chief of Party (COP), USAID will review and evaluate the Contractor's performance on a quarterly basis to coincide with the Contractor's quarterly progress reports. Within two weeks following receipt of each

Quarterly Progress Report, the CTO and the Director of the Office of Democratic Initiatives (ODI) or designate will meet with the COP to discuss contract performance and provide any required technical direction for implementation of the project. These discussions will be documented for the project file and a copy provided to both the Contractor and the Contracting Officer.

Semi-annually, co-incident with USAID preparation of Semi-Annual Reports (SARs), the USAID Project Implementation Committee will review Contractor performance for the preceding six months, highlighting any issues raised in quarterly progress reports, quarterly evaluations and/or any additional meetings between the Contractor and ODI. A summary statement of evaluation will be included in the SAR and any identified problems will be addressed in the Problems and Major Corrective Actions section of the SAR. Specific areas to be evaluated will include:

- overall performance of field activities, including performance of COP in carrying out specific activities and in providing timely advice to USAID regarding areas with potential problems;
- home office backstopping; i.e., quality and timeliness of home office support for project activities; and
- quality of written reports, including financial reporting.

H.7. SUBCONTRACTING PLAN

In accordance with the FAR Clause 52.219-9 entitled SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, the Contractor has submitted a plan dated 24 February 1993 which is incorporated herein by reference. Compliance with this plan during contract performance will be monitored by OSDDBU/MRC (See Section G). Contractor will submit Standard Forms (SF) 294 and 295 subcontracting reports cited at 52.219-9(c)(10) directly to:

Director, OSDDBU/MRC
U.S.A.I.D.
Room 1400A, SA-14,
Washington DC 20523.

H.8. DEFENSE BASE ACT INSURANCE

The Contractor shall maintain Defense Base Act (DBA) insurance and/or other insurance as required by AIDAR Clauses 752.228-3 and 752.228-7. To the extent that the Contractor is required to have DBA insurance, such insurance shall be obtained from Wright & Company; 1400 "I" Street, N.W.; Washington, DC. 20005; Telex 440508; Telephone (202) 289-0200 or (800) 424-9801 outside the Washington DC area (toll free).

H.9. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the provisions of the clause of this contract entitled ALLOWABLE COST AND PAYMENT (APR 1984), a rate or rates shall be established for each of the Contractor's (and the subcontractors') accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates for each of the Contractor's (and subcontractors') accounting periods which apply to this contract, provisional payment on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which are set forth below:

<u>Effective Period</u>	<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Award until amended	Provisional	96%	<u>Permanent</u> - Salaries/Wages of regular employees not including fringe benefits (includes long term staff serving overseas)
Award until amended	Provisional	65%	<u>Intermittent</u> - Salaries/Wages of short-term specialists & intermittent employees not including fringe benefits

H.10. ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

H.10.1. Notwithstanding any other provision of this contract, for each of the Contractor's accounting periods during the term of this contract, including subsequent extensions thereto, the parties agree as follows:

Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

Permanent - 100%

Intermittent - 65%

H.10.2. The Government shall not be obligated to pay any additional amount on account of indirect costs above ceiling rates established in this contract. Final indirect costs exceeding the rate(s) applied to the base(s) shown above shall be absorbed by the Contractor and considered cost sharing. This advance understanding

shall not change any monetary ceiling, cost limitation, or obligation established in this contract.

H.10.3. A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the awarding of this contract. To the extent that the allocation and allowability of costs affects the agreement negotiated in this contract, it is understood and agreed that the Contractor shall make no change in this accounting system without the prior written approval of the Contracting officer. Any agreement to modify or change, in any way, the Contractor's current method of allocating costs in the overhead, G&A, or other burden center accounts will require a re-negotiation.

H.11. SPECIAL PROVISIONS

H.11.1. Security Requirements

The Contractor shall not have access to classified information.

H.11.2. Duty Post

The principal place of performance of the services required hereunder shall be San Salvador, with travel to other areas of El Salvador as required.

H.11.3. Relationships and Responsibilities

The Contractor will work under the general guidance and coordination of the CTO (ODI Project Manager, USAID/El Salvador) in accordance with Section G.3., "Technical Guidance".

H.11.4. Interviews of Contractor's Long-Term Personnel

USAID/El Salvador reserves the right to review and interview all of the Contractor's proposed long-term personnel. USAID/El Salvador at its discretion may request designated candidates to come to El Salvador for interviews. The Contractor will be required to propose alternative personnel for any candidates found unacceptable.

H.12. PARTICIPANT TRAINING

The Contractor will insure that no less than ten (10) percent of academic and technical placements made by the Contractor

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be in programs offered by the historically black colleges and universities (HBCUs). The Contractor is required to report compliance with this provision on a quarterly basis to enable USAID/El Salvador to furnish this information to AID/W.

H.13. PHYSICAL FITNESS (AIDAR 752.7033)

(The requirements of this provision do not apply to employees hired in El Salvador or to authorized dependents who were already in El Salvador when the sponsoring employee was hired.)

H.13.1. For assignments of less than 60 days in El Salvador - The Contractor shall require employees being assigned to El Salvador for less than 60 days to be examined by a licensed doctor of medicine. The Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in El Salvador. If the Contractor has no such medical certificate on file prior to the departure for El Salvador of any employee and such employee is unable to perform the type of activity for which he/she is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the Contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, the Contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.

H.13.2. For assignments of 60 days or more in El Salvador - The Contracting Officer shall provide the Contractor with a reproducible copy of the "A.I.D. Contractor Employee Physical Examination Form." The Contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in El Salvador. The Contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual and mail it to the address on page three of the form. All envelopes must be marked "A.I.D. Contractor Employee Examination Form - Privileged Medical Information." After reviewing the form, the State Department Office of Medical Services (M/MED) will advise the Contractor as to whether or not the embassy health unit is adequate to provide routine care to the individual, depending on his or her medical condition. The Contractor is responsible for providing the M/MED decision to the health unit in question. No travel to post may be initiated until the health unit

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has received the M/MED decision and the Contracting Officer has authorized such travel in writing. (NOTE: The foregoing procedure applies only to employees of the Contractor who are U.S. citizens. Third country national (TCN) employees must have the same physical examination; however, M/MED will not review the results of the examination since such individuals will not have access to the embassy health unit. The form containing examination results, along with a statement by the examining physician which provides an opinion regarding the individual's fitness to travel and work in El Salvador, must be forwarded directly to the Contracting Officer for authorization of travel to post.)

H.13.3. As a contribution to the cost of medical examinations, AID shall reimburse the Contractor for the physical examinations authorized in H.13.1. above in an amount not to exceed \$100 for the physical examination, plus reimbursement of charges for immunizations to the extent not covered by the Contractor's health insurance policy. For physical examinations authorized in H.13.2. above the AID contribution to the cost of the examination shall be as follows: (1) for the employee and authorized dependents 12 years of age and over, one-half of the cost of each examination up to a maximum AID share of \$300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the Contractor's health insurance policy; (2) for authorized dependents under 12 years of age, one-half of the cost of each examination up to a maximum AID share of \$120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the Contractor's health insurance policy; (3) the Contractor must obtain the prior written approval of the Contracting Officer to receive any AID contributions higher than these limits.

H.13.4. As set forth in H.14. below, the Contractor is required to obtain medical evacuation insurance for all non-resident employees working in El Salvador under the contract and for their accompanying dependents. The cost of premiums for this insurance will be an allowable cost under the contract. Notwithstanding the provisions of paragraph (j)(1)(i) of AIDAR 752.7002, the Contractor agrees that AID will not be liable for evacuation costs resulting from medical emergencies occurring during the life of this contract.

H.14. MEDICAL EVACUATION (MEDEVAC) SERVICES (MAR 1993)

H.14.1. Contractor agrees to provide medevac service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents while overseas under this contract. Coverage shall be obtained pursuant to the terms of the contract between AID and AID's medevac service provider unless exempted in accordance with paragraph H.14.2. below.

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H.14.2. The following are exempted from the requirements in paragraph H.14.1. above:

(i) Eligible employees and their dependents with a health insurance program that includes sufficient medevac coverage as approved by the Contracting Officer.

(ii) Eligible employees and their dependents located at Missions where the Mission Director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

H.14.3. Contractor further agrees to insert in all subcontracts hereunder to which the medevac coverage is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide medical evacuation services coverage and obtain medevac coverage in accordance with the contract between AID and AID's medevac service provider.

H.14.4. AID's medevac service provider is Medex Assistance Corporation (Medex) of Baltimore MD and the program is administered by Wright & Co., 1400 Eye St., NW, Suite 1100, Washington DC 20005. Contractors shall apply for coverage directly to Wright & Co. in writing at the above address, by fax (202) 289-6607, or by telephoning (202) 289-0200 or (800) 424-9801 (toll-free). Applications must request coverage in accordance with AID Contract No. FAO-0000-Q-00-2041-00 and provide names of employees and their dependents, dates of travel and destination, and the number of this contract between the Contractor and USAID/El Salvador.

H.15. SECURITY CONDITIONS

H.15.1. Contractor must be aware of security conditions in El Salvador and, by entering into the contract, assumes full responsibility for the safety of its employees. Prior to commencing work in El Salvador, the Contractor shall certify to USAID that it has procedures in place which are adequate to keep itself informed of security situations and to be able to locate and rapidly contact its employees working in El Salvador in order to advise them of situations or changed conditions which could adversely affect their security.

H.15.2. In keeping abreast of security conditions in El Salvador, the Contractor shall seek information from all available sources, including the USAID/El Salvador Mission Security Officer, for all areas in which its employees work or travel. Contractor

acknowledges that security conditions are subject to change at any moment, that USAID cannot guarantee the accuracy of any information which it may provide to the Contractor and that USAID assumes no responsibility for the reliability of such information. The Contractor has sole responsibility for approving all travel plans for its employees.

H.15.3. Contractor shall designate a U.S. citizen employee (if available, otherwise a third country national) to be responsible for contacting all its employees in the event that USAID requests the Contractor to do so. The Contractor shall provide to the USAID/EI Salvador Mission Security Officer the name, current address, and current home telephone number of the designated employee and of an alternate designated employee (which should also be a U.S. citizen, if available). The Contractor shall ensure that the USAID/EI Salvador Mission Security Officer has available at all times a telephone number in country where either the designated individual or the alternate can be reached rapidly and that the designated individual or the alternate has the means to rapidly contact all other affected employees.

.....End of Section H.....

SECTION I

CONTRACT CLAUSES

The contract will incorporate the following Federal Acquisition Regulations (FAR) and AID Acquisition Regulations (AIDAR) clauses by reference with the same force and effect as if they were given in full text. The Contracting Officer will make the full text available upon written request. Contractors may purchase copies of the FAR and AIDAR from the Superintendent of Documents, Government Printing Office, Washington, D.C. 20402.

I.1. Federal Acquisition Regulations (48 CFR Chapter 1) Clauses

1. 52.202-1 Definitions and Alternate 1 (SEP 1991)
2. 52.203-1 Officials Not to Benefit (APR 1984)
3. 52.203-3 Gratuities (APR 1984)
4. 52.203-5 Covenant Against Contingent Fees (APR 1984)
5. 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)
6. 52.203-7 Anti-Kickback Procedures (OCT 1988)
7. 52.203-8 Requirement for Certificate of Procurement Integrity (NOV 1990)
8. 52.203.9 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
9. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
10. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN (1990)
11. 52.204-2 Security Requirements (APR 1984)
12. 52.212-13 Stop Work Order-Alternate I (AUG 1989)
13. 52.215-1 Examination of Records by Comptroller General (APR 1984)
14. 52.215-2 Audit-Negotiation (DEC 1989)

15. 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)
16. 52.215-23 Price Reduction for Defective Cost or Pricing Data - Modifications (DEC 1991)
17. 52.215-24 Subcontractor Cost or Pricing Data (DEC 1991)
18. 52.215-25 Subcontractor Cost or Pricing Data - Modifications (DEC 1991)
19. 52.215-30 Facilities Capital Cost of Money (SEP 1987)
20. 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)
21. 52.215-33 Order of Precedence (JAN 1986)
22. 52.216-7 Allowable Cost and Payment (JUL 1991)
23. 52.216-8 Fixed Fee (APR 1984)
24. 52.217-9 Option to Extend the Term of the Contract - Services (MAR 1989)
25. 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
26. 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)
27. 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
28. 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984)
29. 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
30. 52.222-2 Payment for Overtime Premiums (JUL 1990)
31. 52.222-3 Convict Labor (APR 1984)
32. 52.222-18 Notification of Employee Rights Concerning Payment of Union Dues or Fees (MAY 1992)
33. 52.222-26 Equal Opportunity (APR 1984)

34. 52.222-28 Equal Opportunity Pre-award Clearance of Subcontracts (APR 1984)
35. 52.222-29 Notification of Visa Denial (APR 1984)
36. 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
37. 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
38. 52.223-2 Clean Air and Water (APR 1984)
39. 52.223-6 Drug-Free Workplace (JUL 1990)
40. 52.225-10 Duty-Free Entry (APR 1984)
41. 52.225-11 Restrictions on Certain Foreign Purchases (APR 1991)
42. 52.225-13 Reserved
43. 52.225-14 Inconsistency Between English Version and Translation of Contract (AUG 1989)
44. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
45. 52.227-3 Patent Indemnity (JUN 1989)
46. 52.227-5 Waiver of Patent Indemnity (JUN 1989)
47. 52.227-14 Rights in Data - General (JUN 1987)
48. 52.228-7 Insurance-Liability to Third Persons (APR 1984)
49. 52.229-8 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
50. 52.230-3 Cost Accounting Standards (SEP 1987)
51. 52.230-4 Administration of Cost Accounting Standards (SEP 1987)
52. 52.230-5 Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
53. 52.232-17 Interest (JAN 1991)

- 54. 52.232-20 Limitation of Costs (APR 1984)
- 55. 52.232-22 Limitation of Funds (APR 1984)
- 56. 52.232-23 Assignment of Claims (JAN 1986)
- 57. 52.232-25 Prompt Payment (APR 1989)
- 58. 52.233-1 Disputes (DEC 1991)
- 59. 52.233-3 Protest After Award - Alternate I (AUG 1989)
- 60. 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 61. 52.243-2 Changes-Cost-Reimbursement-Alternate I (AUG 1987)
- 62. 52.244-2 Subcontracts Under Cost Reimbursement Contracts (JUL 1985)
- 63. 52.244-5 Competition in Subcontracting (APR 1984)
- 64. 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
- 65. 52.246-5 Inspection of Services-Cost-Reimbursement (APR 1984)
- 66. 52.246-25 Limitation of Liability-Services (APR 1984)
- 67. 52.247-63 Preference for U.S. Flag Air Carriers (APR 1984)
- 68. 52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels (APR 1984)
- 69. 52.249-6 Termination (Cost Reimbursement) (MAY 1986)
- 70. 52.249-14 Excusable Delays (APR 1984)
- 71. 52.252-2 Clauses Incorporated by Reference (JUN 1988)
- 72. 52-252-4 Alterations in Contract (APR 1984)

I.2. AID Acquisition Regulations (48 CFR Chapter 7) Clauses

- 1. 752.202 AID Definitions Clause (Alternates 70 and 72) (JAN 1990)

2. 752.203-1 Officials Not to Benefit
3. 752.204-2 Security Requirements
4. 752.209-70 Requirement for Past Performance References (NOV 1982)
5. 752.210-70 Language and Measurement (JUNE 1992)
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