



# USAID | INDONESIA

FROM THE AMERICAN PEOPLE

**SOLICITATION NO:** SOL-497-17-000004  
**ISSUANCE DATE:** June 7, 2017  
**CLOSING DATE:** June 23, 2017  
**4:00 PM JAKARTA TIME**

**SUBJECT: Solicitation for Offshore Hire U.S. Personal Services Contractor (USPSC) for the position of ASEAN AFFAIRS PROGRAM MANAGER**

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking offers from qualified persons to provide personal services under contract as a ASEAN Affairs Program Manager described in the attached solicitation. The place of performance for this position will be in Jakarta, Indonesia.

Submissions to this solicitation shall be in accordance with the attached information, at the place and time specified. Incomplete, unsigned or late applications will not be considered. Applicants should retain for their records copies of all enclosures which accompany their applications. Applications received after the closing date and time contained in this solicitation will be considered late and will not be considered. USAID/Indonesia will not consider an extension to the submission deadline for this solicitation.

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offer.

Any questions regarding this solicitation should be in writing and directed to the undersigned at [jktrecruitmentpsc@usaid.gov](mailto:jktrecruitmentpsc@usaid.gov).

**Phone calls or e-mail to any address other than the one specified in this solicitation will not be accepted.**

Sincerely,

/s/

Nathan Drury  
Executive Officer  
USAID/Indonesia

**ATTACHMENT 1****I. GENERAL INFORMATION**

1. **SOLICITATION NO:** SOL-497-17-000004
2. **ISSUANCE DATE:** June 7, 2017
3. **CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** June 23, 2017 at 4:00 p.m. Jakarta time
4. **POSITION TITLE:** ASEAN Affairs Program Manager, USAID/Indonesia
5. **MARKET VALUE:** \$88,136 - \$114,578 equivalent to GS-14  
Final compensation will be negotiated within the listed market value. Salary negotiations above the market range will not be considered.
6. **PERIOD OF PERFORMANCE:** The contract will be for 4 months, starting o/a September 2017
7. **PLACE OF PERFORMANCE:** USAID/Indonesia, Jakarta, Indonesia, with possible travel as stated in the Statement of Work
8. **SECURITY LEVEL REQUIRED:** SECRET
9. **AREA OF CONSIDERATION:** U.S. Citizens
10. **PHYSICAL DEMANDS:** The work requested does not involve undue physical demands.
11. **POINT OF CONTACT:** Nathan Drury, Executive Officer, email: [ndrury@usaid.gov](mailto:ndrury@usaid.gov)
12. **STATEMENT OF DUTIES:**

**POSITION DESCRIPTION****A. OVERVIEW & BACKGROUND**

USAID/Indonesia manages USAID's direct assistance programs to the Association of Southeast Asian Nations (ASEAN) through its ASEAN Office. The ASEAN Office is responsible for the design, implementation, and management of programs providing direct support to ASEAN bodies, including in the areas of regional economic integration and trade, countering trafficking in persons, good governance, disaster preparedness, science and technology, and more.

The ASEAN-U.S. Strategic Partnership: In November of 2015, a Strategic Partnership was launched between the USG and ASEAN to build upon the common vision of durable peace, stability, and shared prosperity among member countries. It encompasses the three pillars of a political-security community, economic community, and socio-cultural community. The partnership is also aimed at narrowing the development gap among and within ASEAN member countries. There are five key areas of engagement: (1) economic integration, (2) maritime cooperation, (3) transnational challenges, (4) emerging leaders, and (5) women's opportunities. USAID support to ASEAN touches all five areas.

Recently, the U.S. and ASEAN have increased engagement on many issues. Political and security discussions have focused on the role of the United States in maintaining peace and stability in the region, as well as on nuclear non-proliferation issues, regional security issues, and the Korean Peninsula. Economic engagement has seen the successful establishment of the ASEAN Single Window trade system. U.S.-ASEAN development cooperation has also focused on capacity building efforts in technology, education, disaster management, human rights, and trade facilitation.

The United States was the first non-ASEAN country (ASEAN Dialogue Partner) to name an Ambassador to ASEAN in 2008. In 2009, President Barack Obama called for the establishment of a permanent U.S. Mission to ASEAN. In June 2010, the United States became the first non-ASEAN country to establish a dedicated Mission to ASEAN in Jakarta.

## **DUTIES & RESPONSIBILITIES**

The ASEAN Affairs Program Manager shall provide program oversight and liaises closely with ASEAN Office Director and USAID/Indonesia Mission Director for USAID/Indonesia's ASEAN portfolio. He/she also ensures coordination with other stakeholders. The ASEAN Office provides management and fiduciary oversight for ongoing program activities, and leads the development of a new generation of assistance activities that aim to consolidate and extend past gains, and expand into new areas.

The incumbent will provide timely and accurate input, advice and technically supported direction to the Director of the ASEAN Office and senior Mission management including the Mission Director.

Under the supervision of the ASEAN Office Director, the Program Manager's duties include:

1. When designated by the USAID/Indonesia Contracting Officer, he/she serves as a USAID Contracting Officer's Representative (COR) or Agreement Officer's Representative (AOR). In this capacity, he/she oversees the day-to-day management of such assigned awards under USAID/Indonesia's ASEAN programs. He/she reports results to USAID/Indonesia and recommends changes when needed. He/she develops productive relationships with key contractors and other stakeholders to further the objectives of the programs.
2. Serves as the primary liaison to USAID/Indonesia from the U.S. Mission to ASEAN, reporting on ASEAN affairs including changes that impact programs, donor activities, member countries' changing policies and attitudes, etc.

3. Serves as technical support on issues related to the implementation of the ASEAN support foreign assistance program and links these efforts to U.S. foreign policy with respect to ASEAN.
4. Designs, implements, and manages cost effective programs that produce meaningful results in these technical areas in accordance with U.S. government foreign policy, USAID/Indonesia policy, and best development practices.
5. Ensures proper coordination and integration of the portfolio into all USAID ASEAN programs and the activities of other U.S. government agencies, international organizations, and bilateral donors.
6. Determines appropriate budget levels for programs and projects within the ASEAN support portfolio and coordinates these decisions with USAID/Indonesia's Program Office, Asia Bureau Strategic Planning Office (SPO), and other appropriate stakeholders.
7. Provides advice and analyses to the Director of the ASEAN Office, senior Mission management, etc. on topics related to his/her portfolio.
8. Works collaboratively with members of the ASEAN Office, USAID/Indonesia staff, the Department of State and its representatives in the embassies throughout the region, other U.S. Government agencies, international, private sector, and non-governmental organizations, and foreign donors.
9. Develops and implements appropriate monitoring and evaluation systems to track effective use of USG resources and inform management decision making.
10. Develops appropriate strategies, strategic vision, and plans for informing the development of the USAID foreign assistance portfolio with ASEAN as well as other development objectives that may be decided upon in the future.
11. Establishes and coordinates collaboration with the private sector and other development partners in the ASEAN region with respect to activities supporting development in ASEAN and ASEAN member countries.
13. Serve as the acting ASEAN Office Director when needed, subject to the limitations of ADS 103.3.1.1
14. Provide mentorship and coaching to Mission staff when appropriate or when requested by the supervisor on topics relating to the USPSC area of expertise to enhance Mission staff's technical and professional skills and abilities.

In performing the above duties and responsibilities, the incumbent may be required to travel internationally or within the region. Incumbent may also be required to travel to USAID/RDMA, Bangkok, Thailand for consultations with regional technical teams.

**B. PERIOD OF PERFORMANCE/TIMING**

This position will be a short term, 4-month contract to begin o/a September 2017 subject to required security and medical clearances.

**C. POSITION ELEMENTS**

1. **SUPERVISION RECEIVED**: The Program Manager will work under the general supervision of the USAID/Indonesia ASEAN Office Director. The ASEAN Office Director will assist the Program Manager to: 1) establish work objectives and performance measures; 2) review work outputs and accomplishments to ensure compliance with Agency policies and implementation of best practices; and 3) assess the Program Managers' performance, seeking input from appropriate USAID/Indonesia, US Mission to ASEAN, and ASEAN cohorts. As the incumbent is expected to work with a high degree of independence, he/she must be able to establish priorities, adhere to and meet deadlines, and perform responsibilities and duties with minimal guidance and little or no follow up.
2. **AVAILABLE GUIDELINES**: The Program Manager is required to understand Mission and Agency specific policies and procedures that govern program activity management in addition to the USAID/Indonesia established administrative operating procedures, policies and formats. Oral guidance from the immediate Supervisor and specific detailed instructions will be given for carrying out unique assignments. The incumbent is required to be proactive in keeping abreast of evolving guidelines and policies that affect the activities of the ASEAN Office, including but not limited to the Automated Directives System, Mission Orders and Mission Notices, General Agency Notices, USG procurement regulations, and USAID program strategy and policy documents. In addition, the Mission Director, USAID/Indonesia ASEAN Office team members, Mission Support Teams (Financial Management, Executive Office, Procurement Office and Regional Legal Advisor), and counterparts in USAID/Washington are available as resources to provide advice and guidance.
3. **EXERCISE OF JUDGMENT**: In instances not clearly covered by written guidelines, the incumbent will use her/his personal judgment and ingenuity to devise innovative approaches to resolving technical, administrative, managerial and/or policy problems. Excellent balanced judgment must be exercised in setting priorities. In addition, considerable judgment is required in working effectively with officials of the Ministries and the private sector from ASEAN member countries, and coordinating multi sectoral efforts in support of USAID development objectives, and in collecting, analyzing and reporting on progress of activities and recommending project actions. The incumbent will also be required to follow and adhere to the Agency's Code of Ethics and Conduct, and applicable Federal and Agency regulations and policy.
4. **AUTHORITY TO MAKE COMMITMENTS**: The incumbent will have no independent authority to commit USG funds on behalf of the U.S. Government or the USAID/Indonesia, but may serve as a COR.

5. **NATURE, LEVEL, AND PURPOSE OF CONTACTS:** The incumbent will maintain solid working relationships with USAID Washington Offices, USAID/Indonesia and USAID Missions in the ASEAN region to function effectively. The incumbent is required to work closely with: 1) USAID Missions and U.S. Embassies in the Asia region, State Department, USTR and other USG agencies, 2) government officials, non-government officials private sector, media outlets, and other foreign donor institutions (i.e., Australia, DFID, JICA, GTZ and the EU as well as multilateral organizations like the World Bank, WHO, ADB, FAO, UNESCAP, etc.) in the region.
6. **SUPERVISION EXERCISED:** This position will have limited supervisory responsibilities, however the incumbent may serve as the acting ASEAN Office Director when needed, subject to the limitations of ADS 103.3.1.1
7. **TIME REQUIRED TO PERFORM FULL RANGE OF DUTIES:** The incumbent is expected to be able to perform the full range of duties immediately upon commencement of performance.

#### **D. MEDICAL AND SECURITY CLEARANCE**

The selected candidate must obtain and maintain a U.S. Government Secret level security clearance and a Department of State medical clearance. If such clearances are not obtained within a reasonable time or negative suitability issues are involved, any offer made may be rescinded. Details on how to obtain U.S. Department of State Medical Unit clearance will be provided once a job offer is made and accepted. You must be available to start work as soon as valid medical and security clearance are obtained.

#### **E. FINAL OUT BRIEF REPORT**

Submission of final out brief report by the Contractor to his/her Supervisor prior to departure. The final out brief report will summarize the activities undertaken and the result during the performance of the contract.

## **II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION**

In order to be considered for the position, applicants must submit an application in accordance with the guidance below – IV. APPLYING. Applicants who do not meet all of the minimum qualifications below are considered NOT qualified for the position. Further consideration and selection will be based on section III. EVALUATION AND SELECTION PROCESS.

1. **Education:** A Master's degree in business, law, international development, public administration, political science, economics, or social science.

2. **Work Experience:** Minimum 7 years of work experience with the U.S. Government and/or other donors and/or implementing partners, or a combination thereof, with a demonstrated track record of increasing responsibility in the design, management, implementation, monitoring, evaluation, and/or reporting of development assistance activities.

### III. EVALUATION AND SELECTION PROCESS

**BASIS OF EVALUATION:** Applications which clearly meet the Minimum Qualifications Required for this position will be evaluated and ranked based on the following Evaluation and Selection Factors. Those applicants who score the highest will be considered within the competitive range, and further evaluation may be conducted through interviews and/or a writing sample to determine the highest qualified applicant based on the factors. At USAID's discretion, reference checks will be conducted as part of the evaluation process.

1. **Education:** 10 points  
Applicants possessing a Ph.D. or a 2<sup>nd</sup> Master's degree in business, law, international development, public administration, political science, economics, or social science are desired.
2. **Work Experience:** 30 points  
Applicants possessing greater than 7 years of work experience, preferably with the U.S. Government or other donors and/or implementing partners, with a demonstrated track record of increasing responsibility in the design, management, implementation, monitoring, evaluation, and reporting of development assisting activities are desired. Experience working with senior leadership in multi-lateral organizations such as ASEAN, APEC, the East Asia Summit, ASEAN Regional Forum, or other regional forums is also desirable. Experience working on regional development programs in relevant technical areas are preferred. This may include experience in policy, legal, regulatory, and institutional reform as related to transition economies, economic governance, regional integration, rule of law, poverty reduction, private sector competitiveness, and/or private sector development. Experience working in developing countries, especially within the Asia, is desirable.
3. **Skills and Abilities:** 30 points  
Applicants with a demonstrated ability to lead program negotiations and dialogue with host country officials while maintaining effective counterpart contacts are desired. Demonstrated strong interpersonal and management skills with an ability to lead and work collaboratively with a range of

professional counterparts while demonstrating persuasiveness, cross-cultural sensitivity, tact, and poise are desired. Excellent communication skills, as well as the ability to process complex technical information into cohesive, concise and easily understood documents are highly desirable.

4. **Knowledge:**

30 points

Applicants possessing a deep familiarity with economic development in Asia, East Asia, and/or Southeast Asia are desired. A strong working knowledge of the political systems, economies, social structure, and cultural endowments of developing countries in Southeast Asia is highly desirable.

Total: 100 points

Satisfactory Professional Reference Checks – Pass/Fail (no points assigned)

#### IV. **APPLYING**

A. In order to be considered complete, applications must include all of the below:

1. A completed and signed Form AID 302-3. Form is available at the USAID website, <https://www.usaid.gov/forms> ;
2. A cover letter of no more than 3 pages that demonstrates how the candidate's qualifications meet the work requirements, as well as a statement on the applicant's availability;
3. A curriculum vitae/resume which, at a minimum, describes education, relevant experience and career achievements;
4. Names, current and accurate contact numbers (e-mail and phone) of three professional references that have knowledge of the applicant's abilities to perform the duties set forth in the solicitation;

#### B. **MAILING ADDRESS**

Interested candidates should send the above information to the attention of: **Mr. Nathan Drury, Executive Officer**, at one of the following addresses:

**E-MAIL:**     [jktrecruitmentpsc@usaid.gov](mailto:jktrecruitmentpsc@usaid.gov) (Subject: ASEAN Affair Program Manager)

**U.S. MAIL**

Mr. Nathan Drury



Executive Officer  
American Embassy Annex  
Unit 8200 USAID  
FPO AP 96520-8135  
(allow 2 to 3 weeks for delivery)

**INTERNATIONAL MAIL**

Mr. Nathan Drury  
Executive Officer  
USAID/Indonesia  
American Embassy Annex  
Gedung Sarana Jaya, 8th floor  
Jalan Budi Kemuliaan I/1  
Jakarta Pusat 10110, Indonesia (allow 2 to 3 weeks for delivery)

**Electronic submissions will be accepted for this procurement.** Please be advised that the US Government **shall not** be responsible for incomplete/corrupted or missing information in electronic submissions, and these applications may not be accepted. USAID will only confirm receipt and print out the electronic submission, USAID will not ensure quality or completeness of electronic files attached to e-mails. The applicant assumes all risk related to an electronic submission. Applications must be received no later than the due date and time of this solicitation. Late applications or delayed electronic submissions will not be accepted.

**C. MARKING INSTRUCTIONS**

If mailing the application by U.S. or International mail, clearly mark envelopes (on top left side) containing applications as follows:

**SOL-497-17-000004**  
**ASEAN AFFAIRS PROGRAM MANAGER**

**D. CLOSING DATE**

Applications must be in the EXO Office, USAID/Indonesia, no later than **June 23, 2017 at 4:00 p.m. Jakarta Time.**

**V. LIST OF REQUIRED FORMS FOR PSC HIRES**

Once the CO informs the successful Offeror about being selected for a contract award, the CO will provide the successful Offeror instructions about how to complete and submit the following forms.

1. Offeror Information for PSCs Form (AID 302-3)

2. Physical Examination (Form DS-6561)
3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
4. Questionnaire for Non-Sensitive Positions (SF-85)
5. Fingerprint Cards (SF-87) for two sets of finger prints

## NOTE:

- The forms listed 2 through 5 shall only be completed upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

**VI. BENEFITS/ALLOWANCES****1. BENEFITS:**

- Employee's FICA Contribution
- Contribution toward Health & Life Insurance
- Pay Comparability Adjustment
- Eligibility for Worker's Compensation
- Annual & Sick Leave

**2. ALLOWANCES:** as applicable.\*

- Temporary Lodging Allowance (Section 120) – N/A
- Living quarters (Section 130)
- Post Allowance (Section 220) – N/A
- Supplemental Post Allowance (Section 230) – N/A
- Separate Maintenance Allowance (Section 260) – N/A
- Education allowance (Section 270) – N/A
- Educational Travel (Section 280) – N/A
- Post differential (Chapter 500) – beginning of day 43.
- Payments during Evacuation/authorized Departure (Section 600), and
- Danger Pay (Section 650) – N/A

**VII. TAXES**

USPSCs are required to pay Federal Income Taxes and contribute to FICA and Medicare.

**VIII. USAID REGULATIONS, POLICIES AND CONTRACT CLAUSES PERTAINING TO PSCs**

USAID regulations and policies governing USPSC awards are available at these sources:

1. **USAID Acquisition Regulation (AIDAR), Appendix D**, “Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad,” including **contract clause “General Provisions,”** available at [https://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf).

2. **Contract Cover Page** form AID 309-1 available at <https://www.usaid.gov/forms> .
3. Acquisition and Assistance Policy Directives/Contract Information Bulletins (AAPDs/CIBs) for Personal Services Contracts with Individuals available at <http://www.usaid.gov/work-usaid/aapds-cibs> .
4. **Ethical Conduct.** By the acceptance of a USAID personal services contract as an individual, the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the Executive Branch,**” available from the U.S. Office of Government Ethics, in accordance with **General Provision 2 and 5 CFR 2635.**  
See <https://www.oge.gov/web/oge/nsf/OGE%20Regulations> .

## 5. GENERAL PROVISIONS CONTRACT CLAUSE

### 1. DEFINITIONS (JAN 2017)

(Pursuant to class deviation #M/OAA-DEV-AIDAR-17-2c)

- (a) “USAID” shall mean the Agency for International Development.
- (b) “Administrator” shall mean the Administrator or the Deputy Administrator of USAID.
- (c) “Contracting Officer” shall mean a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) “Contractor” shall mean the individual engaged to serve under this contract.
- (e) “Cooperating Country” shall mean the foreign country in or for which services are to be rendered hereunder.
- (f) “Cooperating Government” shall mean the government of the Cooperating Country.
- (g) “Government” shall mean the United States Government.
- (h) “Local currency” shall mean the currency of the Cooperating Country.
- (i) “Mission” shall mean the United States USAID Mission, or principal USAID office, in the Cooperating Country, or USAID/Washington (USAID/W).
- (j) “Mission Director” shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.
- (k) “Technical Officer” shall mean the USAID official to whom the contractor reports, and who is responsible for monitoring the contractor’s performance.
- (l) “Tour of duty” shall mean the contractor’s period of service under this contract and shall include orientation in the United States (less language training), authorized leave, and international travel.
- (m) “Traveler” shall mean--
  - (1) The contractor in authorized travel status or
  - (2) Dependents of the contractor who are in authorized travel status.
- (n) Dependents means:
  - (1) Spouse or same-sex domestic partner.
  - (2) Children (including step and adopted children and children of same-sex domestic partners) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support.

- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse or same-sex domestic partner, when such parents are at least 51 percent dependent on the contractor for support.
- (4) Sisters and brothers (including step or adoptive sisters or brothers) of the contractor, or of the spouse or same-sex domestic partner, when such sisters and brothers are at least 51 percent dependent on the contractor for support, unmarried and under 21 years of age, or regardless of age, are incapable of self-support.
- (o) “U.S. Resident Alien”, as used in this contract, shall mean an alien immigrant, legally resident in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and having a valid “Alien Registration and Receipt Card” (Immigration and Naturalization Service forms I-151 or I-551).
- (p) Resident Hire U.S. Personal Services Contractor (PSC) means a U.S. citizen or resident alien who, at the time of hire as a PSC, resides in the cooperating country –
- (i) for reasons other than employment that provides for repatriation to the U. S., including-
- (A) with a U.S. government agency;
- (B) under any U.S. government-financed contract or agreement; or
- (C) under any other contract or employment arrangement.
- (ii) as a spouse or dependent of a U.S. citizen with employment that provides for repatriation to the U.S., including –
- (A) with a U.S. government agency;
- (B) under any U.S. government-financed contract or agreement; or
- (C) under any other contract or employment arrangement.
- A U.S. citizen for purposes of this definition also includes persons who at the time of contracting are lawfully admitted permanent residents of the United States.

## **2. COMPLIANCE WITH LAWS AND REGULATIONS APPLICABLE ABROAD (JUL 1993)**

- (a) Conformity to Laws and Regulations of the Cooperating Country. Contractor agrees that, while in the cooperating country, he/she as well as authorized dependents will abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.
- (b) Purchase or Sale of Personal Property or Automobiles. To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.
- (c) Code of Conduct. The contractor shall, during his/her tour of duty under this contract, be considered an “employee” (or if his/her tour of duty is for less than 130 days, a “special Government employee”) for the purposes of, and shall be subject to, the provisions of 18 U.S.C. 202(a) and the USAID General Notice entitled “Employee Review of the New Standards of Conduct” pursuant to 5 CFR part 2635. The contractor acknowledges receipt of a copy of these documents by his/her acceptance of this contract.
- [See “Standards of Ethical Conduct for Employees of the Executive Branch” in accordance with 5 CFR2635, summarized by the US Office of Government Ethics.]

## **3. PHYSICAL FITNESS AND HEALTH ROOM PRIVILEGES (JAN 2010)**

- (a) Physical Fitness

(1) For all assignments outside of the United States the contractor and any authorized dependents shall be required to be examined by a licensed doctor of medicine and meet the requirements of this provision.

(2) For assignments of 60 days or more in the Cooperating Country, the Contracting Officer shall provide the contractor and all authorized dependents copies of the "USAID Contractor Employee Physical Examination Form" (AID 1420-62) and a letter to present to the examining physician. The contractor and all authorized dependents shall obtain a physical examination from a licensed physician, who will complete the form for each individual. The examining physician shall forward the original forms to the Department of State, Office of Medical Services (M/MED) as prescribed in the letter. The contractor and any dependents shall not travel until authorized by the Contracting Officer after receipt of clearance by the Office of Medical Services.

(3) For assignments of fewer than 60 days, the contractor shall obtain from the doctor a statement of medical opinion that, in the doctor's opinion, the contractor is physically able to engage in the type of activity for which he/she is to be employed under the contract. A copy of the statement(s) shall be provided to the Contracting Officer prior to the contractor's departure for the Cooperating Country, or for a U.S. resident hire, before he/she starts work under the contract. As an example, the doctor may choose to use the language of the doctor's statement of medical opinion at the end of the form AID 1420-62 which identifies the contractor by name may be used to meet this requirement. However, form AID 1420-62 is not required to be completed for contracts less than 60 days.

(b) Reimbursement. As a contribution to the cost of medical examinations required by paragraph (a) of this clause, the contractor will be reimbursed in an amount not to exceed half of the actual cost of the required basic examinations plus reimbursement of charges for immunizations. The reimbursement of half of the actual costs of the required basic examinations will be made after deducting any reimbursement the contractor receives for such examinations from the contractor's insurance company.

(c) Health Room Privileges Overseas After the contractor and dependents receive M/MED clearance, routine health room services shall be available in their overseas location. Procedures at the Health Room shall be in accordance with post policy at the post of duty. These services do not include hospitalization or pre-departure examinations. These services normally include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, and home visits as medically indicated. Emergency medical treatment is provided to U.S. citizen contractor employees and dependents, whether or not they may have been granted access to routine health room services, on the same basis as it would be to any U.S. citizen in an emergency medical situation in the country.

#### **4. WORKWEEK AND COMPENSATION (PAY COMPARABILITY ADJUSTMENTS) (JUL 2007)**

(a) Workweek. The contractor's workweek shall not be less than 40 hours, unless otherwise provided in the Contract Schedule, and shall coincide with the workweek for those employees of the Mission or the Cooperating Country agency most closely associated with the work of this contract. If the contract is for less than full time (40 hours weekly), the annual and sick leave earned shall be prorated (see the General Provision of this contract entitled Leave and Holidays).

(b) Compensation (Pay Comparability) Adjustments. The contractor's compensation shall be adjusted to reflect the pay comparability adjustments, which are granted from time to time to U.S. direct-hire employees by Executive Order for the statutory pay systems (usually in January). Any

adjustments authorized are subject to the availability of funds and shall not exceed that percentage stated in the Executive Order granting the adjustment. Further, the adjusted compensation may not exceed the annual “USAID Contractor Salary Threshold (USAID CST)”, which is equivalent to the maximum rate for agencies without a certified SES performance appraisal system (or the equivalent hourly rate).

## **5. LEAVE AND HOLIDAYS (DEC 2015)**

(Pursuant to class deviation #M/OAA-DEV-AIDAR-16-1c)

### (a) Annual Leave

(1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.

(2) The contractor shall accrue annual leave based on the contractor’s time in service according to the following table:

Time in Service Annual Leave (AL) Accrual Calculation

0 to 3 years	Four hours of leave for each two week period
over 3, and up to 15 years	Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	Eight hours of AL for each two week period

USAID will calculate the contractor’s time in service based on all the previous service performed by the contractor as a: 1) USAID PSC (i.e., the contractor has served under any USAID personal services contracts of any duration covered by Sec. 636(a)(3) of the FAA or other statutory provision applicable to USAID); and/or 2) former U.S. Government (USG) direct-hire, under either civilian and/or military service.

### (3)

(i) AL is provided under this contract for the purposes of affording necessary rest and recreation during the period of performance. The contractor, in consultation with the USAID Mission or USAID/Washington, as appropriate, shall develop an AL schedule early in the contractor's period of performance, taking into consideration project requirements, employee preference, and other factors. All AL earned by the contractor must be used during the contractor’s period of performance. All AL earned by the contractor, but not taken by the end of the contract, will be forfeited. However, to prevent forfeiture of AL, the Contracting Officer may approve the contractor taking AL during the concluding weeks of the contractor's period of performance.

(ii) As an exception to 3(i) above, the contractor may receive a lump-sum payment for leave not taken. To approve this exception, the contractor's supervisor must provide the Contracting Officer with a signed, written Determination and Findings (D&F). The D&F must set out the facts and circumstances that prevented the contractor from taking AL, and the Contracting Officer must find that these facts and circumstances were not caused by, or were beyond the control of, the contractor. This leave payment must not exceed the number of days which could be earned by the contractor during a twelve-month period.

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or over the life of the contract, whichever is less. The contractor agrees to

reimburse USAID for any outstanding balance of advance AL provided during the contractor's assignment under the contract.

(5) Applicants for PSC positions will provide evidence of their PSC and/or USG direct-hire service - civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the applicant attests to the accuracy of the information provided. Any applicant providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer, the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

(b) Sick Leave. The contractor may use sick leave on the same basis and for the same purposes as USAID U.S. direct hire employees. Sick leave is earned at a rate not to exceed four (4) hours every two (2) weeks for a total of 13 work-days per year. Unused sick leave may be carried over under an extension or renewal of this contract with the same individual for the same work. Otherwise, sick leave will not be carried over from one post to another or from one contract to another. The contractor will not be compensated for unused sick leave upon completion of this contract.

(c) Home Leave.

(1) Home leave is leave earned for service abroad for use only in the U.S., its commonwealths, possessions and territories.

(2) A USPSC who has served at least two years overseas at the same USAID Mission, under the same contract, as defined in paragraph (c)(4) below, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S. may be granted home leave in accordance with the following: (i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of

30 work days; or if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSC's departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC's home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the contractor will receive home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former

Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

(iii) if home leave eligibility is based on (c)(2)(ii) above, the USPSC must submit written verification to the losing Mission at the time home leave is requested that the USPSC has accepted a USAID personal services contract at another USAID Mission following completion of the home leave;

(iv) travel time by the most direct route is authorized in addition to the number of work days authorized for home leave;

(v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.

(vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.

(3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:

(i) Granting of advanced home leave would in each case serve to advance the attainment of the objectives of this contract; and

(ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and

(iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.

(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

(6) Home leave must be taken at one time, and to the extent deemed necessary by the Contracting Officer, an USPSC in the U.S., on home leave may be authorized to spend not more than five (5) days in work status for consultation at USAID/Washington before returning to post. Consultation at locations other than USAID/Washington as well as any time in excess of five (5) days spent for consultation must be approved by the Mission Director or the Contracting Officer.

(d) Home Leave for Qualifying Posts (HLQP). USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of leave in addition to the home leave an USPSCs is normally entitled to under the contract in accordance with sub-paragraphs (c)(1)



- (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

There is no requirement that an eligible USPSC take this additional leave; it is for optional use by the USPSC. If an eligible USPSC elects to take HLQP, the USPSC must take ten (10) workdays of home leave.

If the USPSC is returning to the United States and not returning overseas to the same or different USAID Mission, HLQP will not apply.

This new home leave policy is also extended to qualifying Third-Country National PSCs (TCNPSCs) who have an approved exception under AIDAR Appendix J, sec. 4(c)(2)(ii)(B), to apply specific provisions from AIDAR Appendix D, and whose contract includes this General Provision. However, TCNPSCs will be granted "country leave" vice home leave. The application, requirements, and restrictions will be the same as for USPSCs, but the time taken by a TCNPSC will be taken in the TCNPSC's home country or country of recruitment rather than in the United States, its commonwealths and territories.

(e) Holidays and Excused Absences. The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

(f) Military Leave. Military leave of not more than 15 calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces. The contractor must provide advance notice of the pending military leave to the Contracting Officer or the Mission Director as soon as known. A copy of any such notice must be part of the contract file.

(g) Leave Without Pay (LWOP). LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

(h) Compensatory Time. Compensatory time leave may be granted only with the written approval of the Contracting Officer or Mission Director in rare instances when it has been determined absolutely essential and used under those guidelines which apply to USAID U.S. direct-hire employees.

(i) Family and Medical Leave (FML)

(1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any

Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave

Act of 1993, as amended, and as administered by the Department of Labor under 29 CFR 825.

USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.

(2) FML only applies to USPSCs, not any other type of PSC.

(3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and

(ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.

(4) In accordance with 29 CFR 825.200(a) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:

- (a) The care of the USPSC's newborn child.
  - (b) The care of the USPSC's newly placed adopted or foster care child.
  - (c) The care of the USPSC's spouse, child or parent with a serious health condition.
  - (d) The USPSC's own serious health condition.
  - (e) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
  - (f) Other qualifying exigencies as determined by the Department of Labor.
- (5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC's supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC's accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.
- (6) FML is not authorized for any period beyond the completion date of this contract.
  - (7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.
  - (8) The U.S. Department of Labor's (DOL's) Wage and Hour Division (WHD) Publication 1420 explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.
- (j) Leave Records. The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

## **6. DIFFERENTIAL AND ALLOWANCES (JUN 1990)**

- (a) The following differential and allowances will be granted to the contractor and his/her authorized dependents to the same extent and on the same basis as they are granted to U.S. citizen direct-hire employees at the Mission by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended, except as noted to the contrary below:

### Applicable Reference to Standardized Regulations

- (1) Post Differential Chapter 500 and Tables in Chapter 900.
- (2) Living Quarters Allowance Section 130.
- (3) Temporary Lodging Allowance Section 120.
- (4) Post Allowance Section 220.
- (5) Supplemental Post Allowance Section 230.
- (6) Payments during Evacuation Section 600.
- (7) Education Allowance Section 270.
- (8) Separate Maintenance Allowance Section 260.
- (9) Danger Pay Allowance Section 650.
- (10) Education Travel Section 280.

- (1) Post Differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the

continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas) Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables--Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to the contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment enroute to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short term employees shall be entitled to pose differential beginning with the forty-third (43rd) day at post.

(2) Living Quarters Allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary lodging allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary lodging allowance and the living quarters allowance are never both payable to an employee for the same period of time. The contractor will receive living quarters allowance for payment of rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government and similar factors.

(3) Temporary Lodging Allowance. Temporary lodging allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his/her family for a period not in excess of (i) three months after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) one month immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters. The contractor will receive temporary lodging allowance for himself/herself and authorized dependents, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(4) Post Allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The contractor will receive post allowance payments not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(5) Supplemental Post Allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The contractor will receive supplemental post allowance payments not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(6) Payments During Evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director, the contractor will receive payments during evacuation for himself/herself and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended.

(7) Educational Allowance. Educational allowance is an allowance to assist the contractor in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The contractor will receive educational allowance payments for his/her dependent children in amounts not to exceed those set forth in Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(8) Separate Maintenance Allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The contractor will receive separate maintenance allowance payments not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(9) Danger Pay Allowance. Danger pay allowance is an allowance to provide additional compensation above basic compensation to employees in foreign areas where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee.

The danger pay allowance is in lieu of that part of the post differential, which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence. The contractor shall be allowed danger pay allowance not

to exceed that paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

(10) Educational Travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The contractor will receive educational travel payments for his/her dependent children provided such payment does not exceed that which would be payable in Accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for contractors whose assignment is less than two years.

(b) The allowances provided in paragraphs (a) (1) through (10) of this provision shall be paid to the contractor in dollars or in the currency of the Cooperating Country in accordance with practice prevailing at the Mission, or the Mission Director may direct that the contractor be paid a per diem in lieu thereof as prescribed by the Standardized Regulations (Government Civilians, Foreign Areas), as from time to time amended.

## **7. SOCIAL SECURITY, FEDERAL INCOME TAX, AND FOREIGN EARNED INCOME (JUN 1990)**

(a) F.I.C.A. contributions and U.S. Federal Income Tax withholding shall be deducted in accordance with regulations and rulings of the Social Security Administration and the U.S. Internal Revenue Service, respectively.

(b) The contractor is not eligible for the “foreign earned income” exclusion under the IRS Regulations (see 26 CFR 1.911-3(c)(3)).

## **8. ADVANCE OF DOLLAR FUNDS (APR 1997)**

If requested by the contractor and authorized in writing by the Contracting Officer, USAID will arrange for an advance of funds to defray the initial cost of travel, travel allowances, authorized pre-contract expenses, and shipment of personal property. The advance shall be granted on the same basis as to a USAID U.S.- citizen direct-hire employee in accordance with USAID ADS 633.

## **9. INSURANCE (APR 2010)**

(a) Worker’s Compensation Benefits. The contractor shall be provided worker’s compensation benefits in accordance with the Federal Employees’ Compensation Act.

(b) Health and Life Insurance.

(1) The contractor shall be provided a maximum contribution of up to 72% against the actual costs of the contractor’s annual health insurance costs, provided that such costs may not exceed the maximum U.S. Government contribution for direct-hire personnel as announced periodically by USAID's Office of Acquisition and Assistance.

(2) The contractor shall be provided a contribution of up to 50% against the actual costs of annual life insurance not to exceed \$500.00 per year.

(3) Retired U.S. Government employees shall not be paid additional contributions for health or life insurance under their contracts. The Government will normally have already paid its contribution for the retiree unless the employee can prove to the satisfaction of the Contracting Officer that his/her health and life insurance does not provide or specifically excludes coverage overseas. In such case, the contractor would be eligible for contributions under paragraphs (b)(1) or (2) as appropriate.

- (4) Proof of health and life insurance coverage shall be submitted to the Contracting Officer before any contribution is paid. On assignments of less than one year, costs for health and life insurance shall be prorated and paid accordingly.
- (5) A contractor who is a dependent of a current or retired Civil Service, Foreign Service, or Military Service member and who is covered by their Government employee's or retiree's Government health or life insurance policy is ineligible for the contribution under paragraphs (b)(1) or (b)(2) of this provision.
- (c) Insurance on Private Automobiles. If the contractor or his/her dependents transport, or cause to be transported, privately owned automobile(s) to the Cooperating Country, or any of them purchase an automobile within the Cooperating Country, the contractor agrees to ensure that all such automobile(s) during such ownership within the Cooperating Country will be covered by a current, i.e., not in arrears, insurance policy issued by a reliable company providing the following minimum coverage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is/are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

## **10. TRAVEL AND TRANSPORTATION EXPENSES (APR 2010)**

### **(a) General.**

(1) USAID/Washington Office of Administrative Services, or such other office as may be designated by that office, may furnish Transportation Requests (TR's) to the contractor for transportation authorized by this contract originating in the United States, and the executive or administrative officer at the Mission may furnish TR's for such authorized transportation which is payable in local currency or is to originate overseas. When transportation is not provided by the Government-issued TR, the contractor shall procure his/her own transportation, the costs of which will be reimbursed in accordance with the terms of this contract.

(2) The contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer in accordance with USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the activity being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) U.S. Travel and Transportation. The contractor shall be reimbursed for actual transportation costs and travel allowances in the United States as authorized in the Contract Schedule or approved in advance by the Contracting Officer or the Mission Director. Transportation costs and travel allowances shall not be reimbursed in any amount greater than the cost of, and time required for, Economy-class commercially scheduled air travel by the most expeditious route except as otherwise provided in paragraph (g) of this provision unless economy air travel is not available and the contractor certifies to this in his/her voucher or other documents submitted for reimbursement.

(c) International Travel. For travel to and from post of assignment, the contractor shall be reimbursed for travel costs and travel allowances from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the

contractor's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the contractor's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with USAID's established policies and procedures for its direct-hire employees and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If the contract is for longer than one year and the contractor does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for the contractor and his/her dependents are not reimbursable hereunder. If the contractor serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the contractor's permanent, legal place of residence at the time he or she was employed for work under this contract, or other location as approved by the Contracting Officer, are not reimbursable under this contract for the contractor and his/her dependents.

When travel is by economy class accommodations, the contractor will be reimbursed for the cost of transporting up to 10 kilograms/22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign areas)-hereinafter referred to as the Standardized Regulations--as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the Federal Travel Regulations as from time to time amended.

(d) Local Travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the contractor shall be reimbursed for actual travel costs in the Cooperating Country or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(e) Indirect Travel for Personal Convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by the United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(f) Limitation on Travel by Dependents. Travel costs and allowances will be allowed for authorized dependents of the contractor and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and returned, only if the dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the contractor,

whichever is greater, except as otherwise authorized hereunder for education, medical or emergency visitation travel. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

(g) Delays Enroute. The contractor may be granted reasonable delays enroute while in travel status when such delays are caused by events beyond the control of the contractor and are not due to circuitous routine. It is understood that if delay is caused by physical incapacitation, he/she shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.

(h) Travel by Privately Owned Automobile (POV). If travel by POV is authorized in the contract schedule or approved by the Contracting Officer, the contractor shall be reimbursed for the cost of travel performed in his/her POV at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the POV, if the POV is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(i) Emergency and Irregular Travel and Transportation. Emergency transportation costs and travel allowances while enroute, as provided in this section, will be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for contractor employees and dependents and returning to the post of duty, subject to the prior written approval of the Mission Director that such travel is necessary for one of the following reasons:

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty. The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse or same-sex domestic partner.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the contractor or contractor's dependents, the contractor will be reimbursed for travel and transportation expenses and travel allowance while enroute, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and household effects, etc.



(j) Home Leave Travel. To the extent that home leave has been authorized as provided in the “Leave and Holidays” clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the contractor’s residence in the United States) and return to the post of duty in the Cooperating Country.

Reimbursement for travel will be in accordance with the Uniform State/USAID/USIA Foreign Service Travel Regulations, as from time to time amended, and will be limited to the cost of travel by the most direct and expeditious route. Travel allowances for travelers shall be in accordance with the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route using economy class. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler or the traveler uses other than economy class. Per-diem during such stopover shall be paid in accordance with the Standardized Regulations.

(k) Rest and Recuperation Travel. If approved in writing by the Mission Director, the contractor and his/her dependents shall be allowed rest and recuperation travel on the same basis as authorized USAID direct-hire Mission employees and their dependents.

(l) Transportation of Motor Vehicles, Personal Effects and Household Goods.

(1) Transportation costs will be paid on the same basis as for USAID direct-hire employees serving the same length tour of duty, as authorized in the schedule. Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for the contractor, personal effects of the contractor and authorized dependents, and household goods of the contractor not to exceed the limitations in effect for such shipments for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations in effect at the time shipment is made. These limitations may be obtained from the Contracting Officer.

(2) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating, and transportation by surface common carrier. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately owned motor vehicle for a contractor may be authorized as a replacement of the last such motor vehicle shipped under this contract for such contractor when the Mission Director determines, in advance, and so notifies the contractor in writing, that the replacement is necessary for reasons not due to the negligence or malfeasance of the contractor. The determination shall be made under the same rules and regulations that apply to authorized Mission U.S. citizen direct-hire employees.

(m) Unaccompanied Baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival of the contractor and dependents, and consideration should be given to advance shipments of unaccompanied baggage. The contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance

for household effects) not to exceed the limitations in effect for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. These limitations are available from the Contracting Officer. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel when authorized by the terms of this contract.

(n) International Ocean Transportation.

(1)

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the contractor may obtain a release from the requirement to use U.S. flag vessels from the Transportation Division, Office of Acquisition and Assistance, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the contractor may obtain a release from the requirement to use U.S. flag vessels from the Contracting Officer or the Mission Director, as appropriate.

(2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) Reduced rates on U.S.-flag carriers are in effect for shipments of household goods and personal effects of USAID contractors between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the Bill of Lading documentary evidence that the shipment is for the account of USAID. The Contracting Officer will, on request, furnish to the contractor current information concerning the availability of a reduced rate with respect to any proposed shipment.

The contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates, which are available in accordance with the foregoing.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of the contractor will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (l) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct-hire employees under the Uniform Foreign Service Travel Regulations. These amounts are available from the Contracting Officer.

## **11. PAYMENT (AUG 1996)**

(a) Once each month, or at more frequent intervals, if approved by the paying office indicated on the Cover Page, the contractor may submit to such office form SF 1034 "Public Voucher for Purchases and Services Other Than Personal" (original) and SF 1034-A (three copies), or whatever other form is locally required or accepted. Each voucher shall be identified by the USAID contract number and properly executed in the amount of dollars claimed during the period covered. The voucher forms shall be supported by:

(1) The contractor's detailed invoice, in original and two copies, indicating for each amount claimed the paragraph of the contract under which payment is to be made, supported when applicable as follows:

(i) For compensation--a statement showing period covered, days worked, and days when contractor was in authorized travel, leave, or stopover status for which compensation is claimed. All claims for compensation will be accompanied by, or will incorporate, a certification signed by the Project Officer covering days or hours worked, or authorized travel or leave time for which compensation is claimed.

(ii) For travel and transportation--a statement of itinerary with attached carrier's receipt and/or passenger's coupons, as appropriate.

(iii) For reimbursable expenses--an itemized statement supported by original receipts.

(2) The first voucher submitted shall account for, and liquidate the unexpended balance of any funds advanced to the contractor.

(b) A final voucher shall be submitted by the contractor promptly following completion of the duties under this contract but in no event later than 120 days (or such longer period as the Contracting Officer may in his/her discretion approve in writing) from the date of such completion. The contractor's claim, which includes his/her final settlement of compensation, shall not be paid until after the performance of the duties required under the terms of this contract has been approved by USAID. On receipt and approval of the voucher designated by the contractor as the "final voucher" submitted on Form SF 1034 (original) and SF 1034-A (three copies), together with a refund check for the balance remaining on hand of any funds which may have been advanced to the contractor, the Government shall pay any amounts due and owing the contractor.

(c) If approved by the paying office time and attendance may be submitted for PSCs in the same manner as is approved for direct-hire personnel.

## **12. CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (DEC 1985)**

Upon arrival in the Cooperating Country, and from time to time as appropriate, the contractor shall consult with the Mission Director or his/her authorized representative who shall provide, in writing, the policy the contractor shall follow in the conversion of U.S. dollars to local currency. This may include, but not be limited to the conversion of said currency through the cognizant U.S. Disbursing Officer, or Mission Controller, as appropriate.

## **13. POST OF ASSIGNMENT PRIVILEGES (JUL 1993)**

Privileges such as the use of APO, PX's, commissaries and officers clubs are established at posts abroad under agreements between the U.S. and host governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, USAID Mission, U.S. Information Service and the Military. Normally, the agreements do not permit these facilities to be made available to non-official Americans. However, in those cases where facilities are open to non-official Americans, they may be used.

## **14. SECURITY REQUIREMENTS (JUN 1990)**

(a) This entire provision shall apply to the extent that this contract involves access to classified information ("Confidential", "Secret", or "Top Secret") or access to administratively controlled information ("Limited Official Use"). Contractors that are not U.S. citizens shall not have access to classified or administratively controlled information.

(b) The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the USAID Office of Security

(IG/SEC), as referenced in paragraph (d) of this provision and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

(c) The contractor shall follow the procedures for classifying, marking, handling, transmitting, disseminating, storing, and destroying official material in accordance with the regulations in the Foreign Affairs Manual, Chapter 5 (5 FAM 900), a copy of which will be furnished by the Contracting Officer or Mission Director.

(d) The contractor agrees to submit immediately to the Mission Director or Contracting Officer a complete detailed report, appropriately classified, of any information which the contractor may have concerning existing or threatened espionage, sabotage, or subversive activity.

(e) The Government agrees that, when necessary, it shall indicate by security classification or administratively controlled designation, the degree of importance to the national defense of information to be furnished by the contractor to the Government or by the Government to the contractor, and the Government shall give written notice of such security classification or administratively controlled designation to the contractor and of any subsequent changes thereof. The contractor is authorized to rely on any letter or other written instrument signed by the Contracting Officer changing a security classification or administratively controlled designation of information.

(f) The contractor agrees to certify after completion of his/her assignment under this contract that he/she has surrendered or disposed of all classified and/or administratively controlled information in his/her custody in accordance with applicable security instructions.

#### **15. CONTRACTOR-MISSION RELATIONSHIPS (DEC 1985)**

(a) The contractor acknowledges that this contract is an important part of the U.S. Foreign Assistance Program and agrees that his/her duties will be carried out in such a manner as to be fully commensurate with the responsibilities, which this entails.

(b) While in the Cooperating Country, the contractor is expected to show respect for the conventions, customs, and institutions of the Cooperating Country and not interfere in its political affairs.

(c) If the contractor's conduct is not in accordance with paragraph (b) of this provision, the contract may be terminated under the General Provision of this contract entitled Termination. The Contractor recognizes the right of the U.S. Ambassador to direct his/her immediate removal from any country when, in the discretion of the Ambassador, the interests of the United States so require.

(d) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID Program in the Cooperating Country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the U.S. Foreign Assistance Program. The contractor will be responsible for performing his/her duties in accordance with the statement of duties called for by the contract. However, he/she shall be under the general policy guidance of the

Mission Director, and shall keep the Mission Director or his/her designated representative currently informed of the progress of the work under this contract.

#### **16. TERMINATION (NOV 1989)**

(This is an approved deviation to be used in place of the clause specified in FAR 52.249-12.)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part:

(1) For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the contractor in the event (i) the Contractor commits a breach or violation of any obligations herein contained, (ii) a fraud was committed in obtaining this contract, or (iii) the contractor is guilty (as determined by USAID) of misconduct in the Cooperating Country. Upon such a determination, the contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which the contractor performs services hereunder, whichever is earlier. No costs of any kind incurred by the contractor after the date such notice is delivered shall be reimbursed hereunder except the cost of return transportation (not including travel allowances), if approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been paid by USAID, the contractor shall promptly refund to USAID any such prepayment as directed by the Contracting Officer.

(2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

(3) For the convenience of USAID, when the contractor is unable to complete performance of his/her services under the contract by reason of sickness or physical or emotional incapacity based upon a certification of such circumstances by a duly qualified doctor of medicine approved by the Mission. The contract shall be deemed terminated upon delivery to the Contractor of a termination notice. Upon such a termination, the contractor shall not be entitled to compensation except to the extent of any unused vacation or sick leave but shall be entitled to return transportation, travel allowances, and unaccompanied baggage costs at rates specified in the contract and subject to the limitations which apply to authorized travel status.

(b) The contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

#### **17. RELEASE OF INFORMATION (DEC 1985)**

All rights in data and reports shall become the property of the U.S. Government. All information gathered under this contract by the Contractor and all reports and recommendations hereunder shall be treated as confidential by the Contractor and shall not, without the prior written approval of the Contracting Officer, be made available to any person, party, or government, other than USAID, except as otherwise expressly provided in this contract.

#### **18. NOTICES (DEC 1985)**

Any notice, given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, telegram, registered, or regular mail as follows:

To USAID:

Administrator

U.S. Agency for International Development,

Washington, D.C. 20523-0001,

Attention: Contracting Officer [ ].

To Contractor:

At his/her post of duty while in the Cooperating Country and at the Contractor's address shown on the

Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice, whichever is later.

### **19. REPORTS (JUN 1987)**

(a) The Contractor shall prepare and submit 2 copies of each technical report required by the schedule of this contract to the Bureau for Program and Policy Coordination, Center for Development Experience Clearinghouse. All documents should be mailed to:

(1) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ;

(2) Via U.S. Postal Service:

Development Experience Clearinghouse

8403 Colesville Road, Suite 210

Silver Spring, MD 20910, U.S.A.

(3) Via Fax: (301) 588-7787; or

(4) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

The title page of all reports forwarded to Development Experience Clearinghouse pursuant to this paragraph shall include a descriptive title, the author's Name(s), contract number, project number and title, contractor's name, name of the USAID project office, and the publication or insurance date of the report.

(b) When preparing reports, the contractor shall refrain from using elaborate art work, multicolor printing and expensive paper/ binding, unless it is specifically authorized in the Contract Schedule. Wherever possible, pages should be printed on both sides using single spaced type.

### **20. USE OF POUCH FACILITIES (JUL 1993)**

(a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID contractors and their employees as a general policy, as detailed in paragraphs (a)(1) through (a)(6) of this provision. However, the final decision regarding use of pouch facilities rests with the Embassy or USAID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Contractor agrees to indemnify and hold harmless the Department of State and USAID for loss or damage occurring in pouch transmission.

(1) Contractors are authorized use of the pouch for transmission and receipt of up to a maximum of 0.90 kilogram/2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.

(2) U.S. citizen contractors are authorized use of the pouch for personal mail up to a maximum of 0.45 kilogram/one pound per shipment (but see (a)(3) below). Non-U.S. citizen Contractors are not permitted use of the pouch for personal mail except to the extent that such use may be authorized by the Chief of Mission.

(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purpose of this clause, and are not authorized to be sent or received by pouch.

(4) Official and personal mail under paragraphs (a) (1) and (2) of this provision, sent by pouch, should be addressed as follows:

Individual's Name (C), U.S. Agency for International Development, Washington, D.C. 20523-0001.

(5) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

(6) Use of military postal facilities (APO/FPO) is authorized to U.S. contractors on the same basis as approved for direct-hire employees at the USAID Mission. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official and personal mail for the pouch provided, of course, adequate postage is affixed when onward transmission (mail to other than USAID/W) through U.S. postal channels is required.

(b) The contractor shall be responsible for compliance with these guidelines and limitations on use of pouch facilities.

(c) Specific additional guidance on use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or USAID Mission.

## **21. BIOGRAPHICAL DATA (JUN 1990)**

(a) The contractor agrees to furnish biographical information to the Contracting Officer on forms (SF 171 and 171) as provided for that purpose.

(b) Emergency locator information. The contractor agrees to provide the following information to the Mission Administrative Officer on arrival in the host country regarding himself/herself and dependents:

(1) Contractor's full name, home address, and telephone number including any after-hours emergency number(s).

(2) The name and number of the contract, and whether the individual is the contractor or the contractor's dependent.

(3) The name, address, and home and office telephone number(s) of each individual's next of kin.

(4) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons

## **22. U.S. RESIDENT HIRE PERSONAL SERVICES CONTRACTOR (JUN 1990)**

A contractor meeting the definition of a U.S. Resident Hire PSC contained in Section 12, General Provisions, Clause 1, Definitions, shall be subject to U.S. Federal Income Tax, but shall not be eligible for any fringe benefits (except contributions for FICA, health insurance and life insurance), allowances, or differentials, including but not limited to travel and transportation, medical, orientation, home leave, etc., unless such individual can demonstrate to the satisfaction of the Contracting Officer that he/she has received similar benefits/allowances from their immediately previous employer in the Cooperating Country, or the Mission Director determines that payment of such benefits would be consistent with the Mission's policy and practice and would be in the best interest of the U.S. Government.

**23. ORIENTATION AND LANGUAGE TRAINING (JUL 1993)**

(a) Except as set forth in paragraph (b)(4) below, the Contractor shall receive a maximum of 2 weeks USAID orientation before travel overseas. The dates of orientation shall be selected by the Contractor and approved by the Contracting Officer from the orientation schedule provided by USAID.

(b) As either set forth in the Contract Schedule, or provided in writing by the Contracting Officer, the following may be authorized taking into consideration specific job requirements, contractor's prior overseas experience, or unusual circumstances, in connection with orientation of individual Contractors:

- (1) Modified orientation,
- (2) Language training,
- (3) Orientation for Contractor's dependents at contract expense.
- (4) Waiver of orientation for individual contractor.

(c) Transportation costs and travel allowances not to exceed one round trip from the Contractor's residence to place of orientation and return will be reimbursed, pursuant to Clause 10 of the General Provisions, entitled "Travel and Transportation Expenses," if the orientation is more than 80 kilometers/50 miles from the contractor's residence. Allowable salary costs during the period of orientation are also reimbursable.

**24. CONDITIONS FOR CONTRACTING PRIOR TO RECEIPT OF SECURITY CLEARANCE (JUL 1993)**

(a) U.S. Resident Hire PSC. The contractor may commence work prior to the completion of the security clearance. However, until such time as clearance is received, the contractor shall have no access to classified or administratively controlled materials. Further, failure to obtain clearance will constitute cause for contract termination in accordance with paragraph (a)(2) of General Provision 16 of this contract.

(b) U.S. PSC--Non-Resident Hire. The contractor may elect to commence travel to post immediately to begin work prior to completion of the security clearance. However, until such time as security clearance is received, the contractor shall:

- (1) Have no access to classified or administratively controlled materials;
- (2) Be authorized to travel to post himself/herself only; and
- (3) Be authorized no entitlements other than those normally authorized for short term (less than a year) employees at post. Even if the contract is for one year or more, dependents may not accompany contractor unless at his/her expense and transportation/storage of household/personal effects and motor vehicle will not be financed by USAID prior to the receipt of the security clearance. Upon receipt of clearance, the Contracting Officer will authorize reimbursement of any such costs borne at contractor's expense prior to clearance provided they are reasonable, allocable and allowable. If appropriate given the length of time remaining, the Contracting Officer will authorize dependent travel and shipment/storage of motor vehicle and effects. Allowances which would not be provided to short term employees will be authorized after clearance is received provided that the contractor is otherwise entitled to such benefits. Failure to obtain the security clearance will constitute cause for contract termination in accordance with paragraph (a)(2) of General Provision of this contract entitled Termination.

**25. MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)**

(Pursuant to class deviation OAA-DEV-2006-1c)



(a) The contractor must obtain medevac service coverage for himself/herself and his/her authorized dependents while performing personal services abroad.

(b) Exceptions.

(1) A contractor and his/her authorized dependents with a health insurance program that includes sufficient medevac coverage as approved by the Contracting Officer are not required to obtain medevac service coverage.

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

## **26. GOVERNING LAW (NOV 1996)**

This contract is established under the procurement authorities of the United States Government and shall be interpreted in accordance with the body of Federal Procurement Law in the United States. This contract is a complete statement of the duties, compensation, benefits, leave, notice, termination, and the like; therefore, the laws of the country of performance with respect to labor and contract matters shall not apply to either the carrying out of the obligations of the parties or to the interpretation of this agreement.

## **27. RESERVED**

## **28. MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCT 2006)**

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 (available at <http://www.foia.state.gov/REGS/fams.asp?level=2&id=59&fam=0> ). Note: personal services contractors are not eligible to participate in the Federal Employees Health Programs.

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each dependent are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision entitled "MEDICAL EVACUATION (MEDEVAC) SERVICES."

(c) When the contractor or dependent is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or dependent(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy.

When the contractor or dependent is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).

(d) USAID serves as a secondary payer for medical expenses of the contractor and dependents who are covered by health insurance, where the following conditions are met:

(1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;

(2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and

(3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or a dependent in accordance with the General Provisions entitled Travel and Transportation

Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or

Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision entitled Travel and

Transportation Expenses, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or dependent is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and

Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or dependent. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or a dependent) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.

(h) In the event that the contractor or dependent fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USFSP/dependent.

(i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

## **29. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006,

USAID will begin issuing new “smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems.

USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the

PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC\* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form

and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the contractor or completion of the contract, whichever occurs first.

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

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

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

## 6. FAR CLAUSES

### **52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence. Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract. Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

### **52.203-7 Anti-Kickback Procedures. (MAY 2014)**

### **52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**

### **52.215-2 Audit and Records - Negotiation. (OCT 2010)**

### **52.224-1 Privacy Act Notification. (APR 1984)**

### **52.224-2 Privacy Act. (APR 1984)**

### **52.229-8 Taxes - Foreign Cost-Reimbursement Contracts. (MAR 1990)**

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

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the

reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

**52.232-17 Interest. (MAY 2014)**

**52.232-20 Limitation of Cost. (APR 1984)**

**52.232-22 Limitation of Funds. (APR 1984)**

**52.232-23 Assignment of Claims. (MAY 2014)**

**52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from

the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the

latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

**52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)**

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that

I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

**52.242-1 Notice of Intent to Disallow Costs. (APR 1984)**

**52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)**

**52.246-25 Limitation of Liability - Services. (FEB 1997)**

**52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)**

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

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of



satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): (State reasons):

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(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

**52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es): [Insert one or more Internet addresses]

(End of clause)

**ALL QUALIFIED APPLICANTS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POLITICAL AFFILIATION, NON-DISQUALIFYING DISABILITY, MARITAL STATUS, SEXUAL ORIENTATION, AFFILIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-EVALUATION FACTOR.**

**\*\*\*\*END OF SOLICITATION\*\*\*\***