

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This IDIQ incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

H.2 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 2007)

(Applicable to Cost-Reimbursement task orders only)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this Contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.2.1 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(Applicable to Cost-Reimbursement task orders only)

(a) Limitations:

(1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds **_3_ % ceiling** of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.2 above unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

Annual salary increases (e.g., cost of living and merit increases and other) may be granted once a year. Salary adjustments additional to salary increases for local staff may be implemented out of cycle if the adjustments are made in response to U.S. Mission adjustments to the local compensation plan (LCP). Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the contract.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937 for the prime contract and its subcontractors or as specified in task orders.

Task orders without the same funding source as the basic IDIQ must obtain a separate waiver to the extent a waiver is required.

H.4 DEFENSE BASE ACT (DBA) INSURANCE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

For instructions on the required application form and submission requirements, please refer to [AAPD 17 01 Revision 2](#).

H.5 SECURITY CLEARANCE

(a) Task Orders under this Contract may involve classified performance in accordance with ADS 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified Task Order, the requiring office for the Task Order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified Task Order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Task Orders that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified Task Order, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. **In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract for any classified Task Order if the Contractor fails to obtain and maintain a Secret level facility clearance.** Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Task Order. The COR from the office sponsoring the IDIQ is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Task Orders.

At the time of award, the contractor **does** [x] **does not** [] have a Secret level facility clearance.

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Task Orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this Contract or under a Task Order issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.

(e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the Contractor subcontracts any work to be performed under a classified Task Order, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Task Order.

(g) The Office of Security will issue Ronald Reagan Building facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

H.6 INFORMATION SYSTEM SECURITY

Task Orders under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission.

(a) Designation of the Information System Security Officer. The Task Order Contracting Officer hereby designates (E3/DDI) located at RRB, 1300 Pennsylvania Ave., NW, Washington, DC 20523 as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security (ISS) of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID,

regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of the USAID Automated Directive System (ADS) Chapter 545. Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. Contractor personnel should also have access only to that information required for their tasks. Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

H.8 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

- a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes

debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

[END]

H.9 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL:

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or

management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(a) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

[End of Provision]

H.10. USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

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

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

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

b) By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature.

Proposed IPN Portal modifications distributed via the IPN portal are applicable to all awards, unless otherwise noted in the proposed modification.

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

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature.

The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

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

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

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

[End of Provision]

H.11 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the United States from engaging in certain discriminatory practices. USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

[END OF PROVISION]

H.12 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

[END OF PROVISION]

H.13 GRANTS UNDER CONTRACTS (GUCS)

This contract provides that the Contractor execute Grants under Contract (GUCs) on behalf of USAID. **Written approval from the Head of the Contracting Activity (HCA) must be obtained at the task order level prior to issuance of any task order calling for the issuance of GUCs.**

The following requirements apply to any grant issued by the Contractor under this contract:

- (a) USAID shall have substantial involvement in the establishment of selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have the authority to approve the grant recipient selection.
- (b) The Contractor must comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants.
- (c) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- (d) The Contractor is not authorized to execute or administer Cooperative Agreements under this provision.

(e) The approved amount of such grants shall not exceed \$100,000 (for U.S. organizations) unless an exception is provided in writing by the Contracting Officer (and further approved by the HCA). For non-U.S. organizations, there is no ceiling. For partner government entities, in-kind grants are authorized and non-in-kind grants must follow the procedures outlined in ADS 302.4.13(b).

(f) The Contractor must prepare and submit for Contracting Officer's approval, a Grants Manual that outlines, at a minimum, the competition process, selection criteria, types of grants to be utilized, the expected distribution of grants over the life of the award, as well as all grants templates. Once the Grants Manual is approved by the CO, the COR shall have the authority to approve the grant recipient selection. Addenda to the Grants Manual may be required by the Task Order Contracting Officer, as applicable.

(g) The Contractor must comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the Contractor, and
- (3) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before Contract or Contract close-out.

(h) FAR 52.203-16, Preventing Personal Conflicts of Interest, must be followed in the award of GUCs.

All grants must be closed out no later than the end date of the task order. Reporting requirements for GUCs must be in accordance with Section F.

H.14 SEXUAL MISCONDUCT (DECEMBER 2020)

(a) USAID has a zero-tolerance policy for sexual misconduct with the goal of fostering a respectful, safe, healthy and inclusive work environment. USAID maintains policies and procedures to establish a workplace free of sexual misconduct as described in agency policy at ADS Chapter 113, Preventing and Addressing Sexual Misconduct.

(b) USAID has developed two methods for receiving allegations of sexual misconduct: USAID's Unified Misconduct Reporting Portal, available on LaunchPad (launchpad.usaid.gov), and Service Desk, phone, (202) 712 1234. These are also available to the Contractor or its employee(s).

(c) USAID may conduct administrative inquiries into allegations of sexual misconduct that occur within U.S. Government facilities or while the contractor employee is performing services under the contract. The Contracting Officer will provide the results of any inquiry involving a contractor employee to the contractor, subject to federal law and USAID's information disclosure policies. USAID retains the right to suspend or terminate a contractor employee's access to any systems and/or facilities for incidents of sexual misconduct.

(d) The Contractor agrees to incorporate the substance of paragraphs (a) through (d) of this requirement in all subcontracts that may require contractor employees to have routine physical access to USAID facilities.

[END OF PROVISION]

H.15 ENVIRONMENTAL COMPLIANCE

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP/contract.

In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (**RCE**), **Initial Environmental Examination (IEE)**, or **Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO)**. (Hereinafter, such documents are described as “**approved Regulation 216 environmental documentation.**”)

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

[END OF PROVISION]

H.16 SUBCONTRACTING CONSENT

The below tables presents the subcontractors that received IDIQ's Contracting Officer consent in accordance with FAR 44.2:

1. Sheladia Associates Inc
2. Miyamoto International, Inc.
3. ME&A, Inc
4. Perez APC
5. LEO A DALY Company
6. Build Health International

[END OF PROVISION]

H.17 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, INDEFINITE QUANTITY (SEP 2018)

Organizational conflicts of interest: preclusion from implementation contract, indefinite quantity

Task orders under this contract may require the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for any activities for which it provides substantial design services except for such services that may be furnished under this contract, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the Contractor from furnishing implementation services, a special contract requirement stating the preclusion will be included in the task order.

[END OF PROVISION]

H.19 ORGANIZATIONAL CONFLICTS OF INTEREST: DESIGN/IMPLEMENT, TASK ORDERS (SEP 2018)

Organizational conflicts of interest: preclusion from implementation contract, task orders

This task order requires the Contractor to furnish important services in support of the design of _____ [specify activity] (the "Activity"). In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest.

[END OF PROVISION]

H.20 ORGANIZATIONAL CONFLICTS OF INTEREST: EVALUATION, INDEFINITE QUANTITY (SEP 2018)

Organizational Conflicts of Interest: Preclusion from Furnishing Certain Services and Restriction on Use of Information, Indefinite Quantity (September 2018)

- (a) Task orders under this contract may require the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the Contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.
- (b) In addition, by accepting this contract, the Contractor agrees that it will not use or make available any information obtained about another organization under the contract in the preparation of proposals or other documents in response to any solicitation for a contract or task order.
- (c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. The Contractor must provide a properly executed copy of all such agreements to the CO.

[END OF PROVISION]

H.21 ORGANIZATIONAL CONFLICTS OF INTEREST: EVALUATION, TASK ORDERS (SEP 2018)

Organizational conflicts of interest: preclusion from furnishing certain services and restriction on use of information.

This task order requires the Contractor to furnish important services in support of evaluation of _____ [specify Contractor or activity]. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the Contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

[END OF PROVISION]

[END OF SECTION H]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUN-2020
52.203-3	GRATUITIES	APR-1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY-2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN-2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN-2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY-2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY-2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN-2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	JUN-2020
52.203-14	DISPLAY OF HOTLINE POSTER(S)	JUN-2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN-2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN-2020
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN-2017
52.204-2	SECURITY REQUIREMENTS	AUG-1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY-2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAR-2020
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS	JUN-2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT-2018

NUMBER	TITLE	DATE
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT-2016
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	OCT-2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG-2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC-2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL-2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN-2023
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN-2020
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT-2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV-2015
52.210-1	MARKET RESEARCH	JUN-2020
52.215-2	AUDIT AND RECORDS-NEGOTIATION	JUN-2020
52.215-2	AUDIT AND RECORDS-NEGOTIATION - ALTERNATE II	AUG-2016
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT-1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG-2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	JUN-2020
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT-2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL-2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT-1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS	JUN-2020
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE I	OCT-2010
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE II	OCT-1997

NUMBER	TITLE	DATE
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE III	OCT-1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS – ALTERNATE IV	OCT-2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	JUN-2020
52.216-7	ALLOWABLE COST AND PAYMENT	AUG-2018
52.216-7	ALLOWABLE COST AND PAYMENT – ALTERNATE IV	AUG-2012
52.216-8	FIXED FEE	JUN-2011
52.216-10	INCENTIVE FEE	JUN-2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT-1997
52.217-8	OPTION TO EXTEND SERVICES	NOV-1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT-2018
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUN-2020
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE II	NOV-2016
52.219-14	LIMITATIONS ON SUBCONTRACTING	MAR-2020
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN-1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	NOV-2020
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION – ALTERNATE I	MAR-2020
52.219-31	NOTICE OF SMALL BUSINESS RESERVE	MAR-2020
52.219-32	ORDERS ISSUED DIRECTLY UNDER SMALL BUSINESS RESERVES	MAR-2020
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB-1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL-1990
52.222-3	CONVICT LABOR	JUN-2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN-2020
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR-2015
52.222-26	EQUAL OPPORTUNITY	SEP-2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR-2015
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT-2020
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES-REQUIREMENTS	MAY-2014
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT-2015

NUMBER	TITLE	DATE
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN	OCT-2020
52.223-6	DRUG-FREE WORKPLACE	MAY-2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	JUN-2020
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB-2021
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB-2020
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAY-2020
52.227-1	AUTHORIZATION AND CONSENT	JUN-2020
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN-2020
52.227-3	PATENT INDEMNITY	APR-1984
52.227-13	PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL	MAY-2014
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE I	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE II	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE III	DEC-2007
52.227-14	RIGHTS IN DATA-GENERAL - ALTERNATE V	DEC-2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN-1987
52.228-3	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL-2014
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB-2013
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS	FEB-2013
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR-1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN-2020
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB-2021
52.230-2	COST ACCOUNTING STANDARDS	JUN-2020
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	JUN-2020
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN-2010
52.232-1	PAYMENTS	APR-1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB-2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR-1984
52.232-10	PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	APR-2010

NUMBER	TITLE	DATE
52.232-11	EXTRAS	APR 1984
52.232-16	PROGRESS PAYMENTS	JUN-2020
52.232-16	PROGRESS PAYMENTS – ALTERNATE I	MAR-2000
52.232-16	PROGRESS PAYMENTS - ALTERNATE III	JUN-2020
52.232-17	INTEREST	MAY-2014
52.232-18	AVAILABILITY OF FUNDS	APR-1984
52.232-20	LIMITATION OF COST	APR-1984
52.232-22	LIMITATION OF FUNDS	APR-1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY-2014
52.232-25	PROMPT PAYMENT	JAN-2017
52.232-25	PROMPT PAYMENT - ALTERNATE I	FEB-2002
52.232-26	PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS	JAN-2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT-2018
52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION	JUL-2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN-2013
52.233-1	DISPUTES	MAY-2014
52.233-3	PROTEST AFTER AWARD	AUG-1996
52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN-1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT-2004
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS	APR-1984
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR-1984
52.236-24	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS	APR-1984
52.236-25	REQUIREMENTS FOR REGISTRATION OF DESIGNERS	JUN-2003
52.237-3	CONTINUITY OF SERVICES	JAN-1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR-1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR-1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY-2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN-1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN-2017
52.242-13	BANKRUPTCY	JUL-1995
52.243-1	CHANGES-FIXED-PRICE	AUG-1987
52.243-1	CHANGES-FIXED-PRICE - ALTERNATE III	APR-1984
52.243-2	CHANGES-COST-REIMBURSEMENT	AUG-1987

NUMBER	TITLE	DATE
52.244-2	SUBCONTRACTS	JUN-2020
52.244-2	SUBCONTRACTS - ALTERNATE I	JUN-2020
52.244-4	SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)	AUG-1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC-1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV-2020
52.245-1	GOVERNMENT PROPERTY	JAN-2017
52.245-1	GOVERNMENT PROPERTY - ALTERNATE I	APR-2012
52.245-9	USE AND CHARGES	APR-2012
52.246-23	LIMITATION OF LIABILITY	FEB-1997
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB-1997
52.247-63	PREFERENCE FOR US-FLAG AIR CARRIERS	JUN-2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED US-FLAG COMMERCIAL VESSELS	FEB-2006
52.248-2	VALUE ENGINEERING-ARCHITECT-ENGINEER	MAR-1990
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR-2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY-2004
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE I	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE II	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE III	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV	SEP-1996
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE V	SEP-1996
52.249-7	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)	APR-1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR-1984
52.249-14	EXCUSABLE DELAYS	APR-1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR-2012
52.253-1	COMPUTER GENERATED FORMS	JAN-1991

AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text

available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN-1990
752.204-2	SECURITY REQUIREMENTS	FEB-1999
752.204-70	PARTNER VETTING PRE-AWARD REQUIREMENTS	FEB-2012
752.204-71	PARTNER VETTING	FEB-2012
752.204-72	ACCESS TO USAID FACILITEIS AND USAID'S INFORMATION SYSTEMS (DEVIATION)	APR-2020
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN-1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN-1992
752.216-70	AWARD FEE	MAY-1997
752.216-71	PARTNER VETTING IN INDEFINITE DELIVERY CONTRACTS	FEB-2012
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUISNESS CONCERNS	MAR-2015
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL-2007
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	FEB-2012
752.227-14	RIGHTS IN DATA – GENERAL	OCT-2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC-1991
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL-1997
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL-2007
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	
752.231-70	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR-2015
752.231-72	CONFERENCE PLANNING AND REQUIRED APPROVALS – [DEVIATION)APR 2020)]	AUG-2013
752.236-70	STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONTRACTION CONTRACTS	JUL-2007
752.242-70	PERIODIC PROGRESS REPORTS	OCT-2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR-1984
752.7001	BIOGRAPHICAL DATA	JUL-1997
752.7002	TRAVEL AND TRANSPORTATION	JAN-1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL-1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMETNS	SEP-2013
752.7006	NOTICES	APR-1984
752.7008	USE OF GOVERNMENT FACILITEIS OR PERSONNEL	APR-1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR-1984

NUMBER	TITLE	DATE
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR-1984
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN-1990
752.7015	USE OF POUCH FACILITIES	JUL-1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN-1999
752.7019	PARTICIPANT TRAINING	JAN-1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR-1984
752.7025	APPROVALS	APR-1984
752.7027	PERSONNEL	DEC-1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL-1996
752.7029	POST PRIVILEGES	JUL-1993
752.7031	LEAVE AND HOLIDAYS	OCT-1989
752.7033	PHYSICAL FITNESS	JUL-1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC-1991
752.7035	PUBLIC NOTICES	DEC-1991
752.7037	CHILD SAFEGUARDING STANDARDS	AUG-2016
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT-2016
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	JUN-2008

I.2 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ([44 U.S.C. 3502](#)).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

[END OF PROVISION]

I.3 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications

equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the

information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.
(End of clause)

[END OF CLAUSE]

I.4 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from July 15, 2021 through July 14, 2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

[END OF PROVISION]

I.5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$100,000,000.00;

(2) Any order for a combination of items in excess of \$100,000,000.00 or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[END OF PROVISION]

I.6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract **seven years from award**.

[END OF PROVISION]

**I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

[END OF PROVISION]

**I.8 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR
AUDIT (FEB 2006)**

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the

Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

[To be filled in by Task Order Contracting Officer]

[END OF PROVISION]

I.9 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/index.html>

[END OF PROVISION]

I.10 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The contractor must annually submit a report by April 16 of the next year.

(b) Contents of report. The report must contain:

(1) Contractor name.

(2) Contact name with phone, fax number and email address.

(3) Contract number(s).

(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the reporting period.

(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause—

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

1. Washington:

Ronald Reagan Building (RRB)

M/CFO/FPS, RRB-7.7

1300 Pennsylvania Ave., NW

Washington, DC 20523-7100

2. Filed: Address for the field will be provided at time of Task Order award.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

[END OF PROVISION]

I.11 AIDAR 752.245-70 GOVERNMENT PROPERTY—USAID REPORTING REQUIREMENTS (OCT 2017)

(a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile Information Technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

(3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500. (b) Reporting Requirement: to be inserted following the text of the (48 CFR) FAR clause. Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

**ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY
 [Name of contractor as of (end of contract year), 20XX]**

	Motor vehicles	Furniture and furnishings—		Other Government property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Contractor acquired property ¹				
b. Government furnished ²				
c. Transferred from others, without reimbursement ³				

2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID— Contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

1 Non-expendable property and all mobile IT equipment.

2 Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment.

3 Explain if transactions were not processed through or otherwise authorized by USAID.

Property Inventory Verifications

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

Name

Title

Date

[END OF PROVISION]

I.13 AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

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 all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

[END OF PROVISION]

I.14 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 -Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)			
Line Item No.	Description	Amt. Vouchered to Date	Amt. Vouchered This Period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$XXXX.XX
002	Product/Service Desc. for Line Item 002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required contracting officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the contracting officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation."

[END OF PROVISION]

I.15 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the contracting officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

[END OF PROVISION]

**I.16 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)
[DEVIATION (JUN 2020)]**

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary- General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both 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 United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

[END OF PROVISION]

I.17 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer's representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to

commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF PROVISION]

**I.18 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCNS)
AND COOPERATING COUNTRY NATIONALS (CCNS)**

TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under the terms of the contract.

(h) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

[END OF PROVISION]

I.19 AIDAR 731.205-46 TRAVEL COSTS

It is USAID policy to require prior written approval of international travel by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter. See (48 CFR) AIDAR 752.7032 for specific requirements and procedures.

[END OF PROVISION]

[END OF SECTION I]