



USAID
FROM THE AMERICAN PEOPLE

SOLICITATION NUMBER: 720DDG20R00003

ISSUANCE DATE: June 19, 2020

CLOSING DATE AND TIME: July 20, 2020, 3:00PM ET

SUBJECT: Solicitation for U.S. Personal Service Contractor (USPSC)

Dear Prospective Offerors:

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 described in this solicitation.

Offers must be in accordance with **Attachment 1** of this solicitation. Incomplete or unsigned offers will not be considered. Offerors should retain copies of all offer materials for their records.

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 must be directed in writing to the Point of Contact specified in Attachment 1.

Sincerely,

Leigh Carlson
Contracting Officer

ATTACHMENT 1**I. GENERAL INFORMATION**

- 1. SOLICITATION NO.:** 720DDG20R00003
- 2. ISSUANCE DATE:** June 19, 2020
- 3. CLOSING DATE/TIME FOR RECEIPT OF OFFERS:** July 20, 2020, 3:00PM ET
- 4. POINT OF CONTACT:**

Ms. Leigh Carlson
 Contracting Officer
 U.S. Agency for International Development
 E-mail address: lcarlson@usaid.gov

- 5. POSITION TITLE:** Democracy, Data, and Technology Specialist
- 6. MARKET VALUE:** \$121,316 - \$157,709 per year, equivalent to GS-14, including Washington, D.C. locality pay. Final compensation will be negotiated within the listed market value. Offerors who live outside the Washington, D.C. area will be considered for employment, but no relocation expenses will be reimbursed.
- 7. PERIOD OF PERFORMANCE:** Two (2) years with three (3) one-year option periods, estimated to start on September 14, 2020.

The base period will be two (2) years, estimated to start on September 14, 2020. Based on Agency need, the Contracting Officer may exercise up to three (3) additional one-year option period(s) for the dates estimated as follows:

Base Period:	September 14, 2020 – September 13, 2022
Option Period 1:	September 14, 2022 – September 13, 2023
Option Period 2:	September 14, 2023 – September 13, 2024
Option Period 3:	September 14, 2024 – September 13, 2025

The actual start date may be sooner or later than the estimated start date. The selected offeror is expected to start as soon as possible after necessary clearances are obtained.

- 8. PLACE OF PERFORMANCE:** Washington, D.C., with possible travel as stated in the Statement of Duties.
- 9. ELIGIBLE OFFERORS:** U.S. Citizens
- 10. SECURITY LEVEL REQUIRED:** Secret Level Security Clearance

11. STATEMENT OF DUTIES

A. BACKGROUND

As the home for USAID's Democracy, Human Rights and Governance (DRG) programs, the Center for Democracy, Human Rights and Governance (DRG Center) focuses on advocating for democratic governance, driving important research, and supporting over 90 field missions worldwide to develop and implement programs. USAID's DRG sector includes support for good governance, rule of law, elections and political processes, civil society and media, human rights, and other DRG fields.

USAID currently manages over \$1.7 billion a year on a broad range of democracy programs covering justice, human rights, citizen security, civil society, media, local government, legislatures, constitutional reform, political parties, elections, anti-corruption, and anti-trafficking in persons. These efforts are critical to improve government effectiveness, accountability, transparency and legitimacy, and to ensure citizens are empowered to play a role in public affairs and the decisions that affect their daily lives. They also underpin the sustainability of the Agency's socio-economic development sectors. The DRG Center leads the Agency in supporting overall efforts to advance democracy, human rights, and governance.

The DRG Center's annual budget is over \$146 million, with a staff of over 90, comprised of U.S. Direct Hires (USDHs), contractors, and Fellows. The DRG Center currently has nine technical divisions: Civil Society and Media (CSM), Cross-Sectoral Programs (CSP), Elections and Political Transitions (EPT), Global and Regional Policy (GRP), Governance & Rule of Law (GROL), Human Rights (HR), Empowerment and Inclusion (EI), Learning (L), and Strategic Planning (SP). The DRG Center's goal is to promote peace, prosperity and freedom around the globe through self-reliant, citizen-responsive governance that respects human dignity and the rule of law. The DRG Center achieves this through high quality support to USAID Missions, generating and disseminating knowledge on best practices, and providing leadership on DRG to the wider USG and the international development community.

DRG's CSM Division provides technical leadership and support on civil society and media, including youth and labor issues. The CSM Division generates comparative knowledge on effective approaches for strengthening civil society and independent media; pilots state-of-the-art approaches to civil society and media support; strengthens the Agency's DRG staff through training and technical support; conducts assessments, strategy and program designs, and evaluations; and designs and manages a targeted portfolio of global programs. The CSM Division promotes innovations in civil society, media, labor, and youth, as a means for addressing development challenges, and represents USAID in international processes, networks, and working groups.

The CSM Division seeks to expand technical knowledge and abilities on a wide-range of issues concerning data and technology as they relate to our efforts to promote development outcomes for civil society, media, and democratic systems. A subject matter expert with

knowledge of cutting-edge technology, research, and approaches related to the intersection of democracy, technology, and data will support the work of USAID field Missions and Washington Operating Units, other USG entities, and the broader DRG community. This position will advance the DRG Center's efforts to address the gap in knowledge and capacities around emerging technologies, and data for stakeholders in government and civil society in order stimulate a broader, richer, and more inclusive public discussion on how these technologies could or should be used and what kinds of societies they will produce as a result.

Considering the countless challenges and opportunities regarding data management, infrastructure, and security, as well those regarding the use of advanced technologies to either enhance development outcomes and democratic systems - or to damage them - the DRG Center acknowledges a growing demand for advanced and innovative thinking and approaches. Along with the rapid advancement of emerging technologies, we are seeing trends regarding the lack of transparency in their procurement and deployment, lag in popular awareness and understanding of them to conduct oversight or hold a public discussion to consider potential negative unintended consequences, and the lack of appropriate regulatory frameworks. The ways to use and misuse data and technology are evolving rapidly. Data and technology can be used to inhibit freedom of assembly and participation in civic spaces. We see an increasing use of advanced technology in human rights abuses, the inappropriate use of technology in elections, the utilization of artificial intelligence for mass facial recognition and other public and private surveillance programs. Efforts such as those to improve accountability in internet governance and surveillance, enhance security of data infrastructure, and strengthen protections of individual rights and privacy can help minimize risks to democracy and protect civic liberties of citizens.

This position is located in the DRG Center. As a direct report to the CSM Division Chief, the incumbent provides support to the CSM Division, other DRG Center teams, USAID Missions and the Agency to advance thinking and approaches regarding data and technology as they relate to civil society, media, and democratic systems. The incumbent supports the implementation of CSM, DRG and Agency priorities.

B. DUTIES AND RESPONSIBILITIES

The Democracy, Data, and Technology Specialist will be a subject matter expert regarding global development issues relating to democratic trends, data, and technology and related effects on the work of the CSM Division and the DRG Center. The incumbent is expected to have a firm grasp of data-powered technologies' functions and the risks they could pose to democracy and human rights; experience building the relevant institutions and networks critical to providing oversight that will ensure societies and citizens can equitably benefit from new technologies; and relevant skills to craft and adapt development programs to initiate more informed local oversight and develop innovations in policy and law to address these emerging issues. The Democracy, Data, and Technology Specialist is expected to carry out a diverse set of work assignments related to USAID's approaches with little technical oversight, including leading or making significant contributions to research, programming, training, monitoring, evaluating and learning (MEL), and policy, and will perform her/his

duties under administrative direction from the CSM Division Chief. The position is based in Washington, DC and may include travel to and work in developing countries in all regions. The Democracy, Data, and Technology Specialist's position includes the following responsibilities:

Program Planning, Policy Development, and Management

- Provide cutting edge technical support to Missions and Washington operating units on key issues regarding data and technology as they relate to civil society, media, development outcomes, democratic systems and related issues, including the assessments, design of new activities, monitoring, learning and evaluation.
- Serve as a subject matter expert on data and technology as they relate to civil society, media, development outcomes, democratic systems and related issues to support policy development, as well as strategic planning and implementation.
- Advance USAID strategy to include supporting and advocating for inclusion of approaches informed by cutting-edge thinking on data and technology to enhance USAID's efforts and improve democratic development outcomes.
- Advise senior leaders in the DRG Center, Technical and Regional Bureaus and other USG leadership in the subject matter area.
- Liaise with DRG Center sub-sector divisions, Regional Bureaus, the U.S. Global Development Lab, the Global Engagement Center and other inter-agency partners as appropriate to inform and strengthen the DRG Center's approaches regarding data and technology as they relate to DRG issues. The position will coordinate closely with the Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA)'s representative on the USAID DATA Board and the USAID Digital Sector Council to ensure alignment with Agency-wide approaches to data management and the use of digital technology in USAID's programs.
- Serve as an Agreement Officer's Representative, Contracting Officer's Representative, and Activity Manager as needed.

Learning and Capacity-Building

- Supports incorporation of technical, contextual, and experiential approaches regarding data and technology as they relate to DRG technical issues and programming with USAID Missions and across the DRG sector, the Agency and interagency.
- Advances DRG's data and technology research agenda. This includes collating existing quantitative and qualitative data, identifying data gaps, and setting a strategy and implementation plan to fill them.
- Manages, tracks, and reports progress on the DRG Learning Agenda related to data and technology and related issues;
- Develops and conducts trainings, e-learning, workshops, and facilitated learning conversations as appropriate, and integrates other capacity building opportunities in the implementation of DRG programming.

Degree of responsibility for decision-making:

The Democracy, Data, and Technology Specialist will be a subject matter expert regarding global development issues relating to democratic trends, data, and technology and related effects on the work of the Civil Society and Media (CSM) Division and the DRG Center. The incumbent is expected to have a firm grasp of data-powered technologies' functions and the risks they could pose to democracy and human rights; experience building the relevant institutions and networks critical to providing oversight that will ensure societies and citizens can equitably benefit from new technologies; and relevant skills to craft and adapt development programs to initiate more informed local oversight and develop innovations in policy and law to address these emerging issues. The incumbent is expected to carry out a diverse set of work assignments related to USAID's approaches including research, assessments, programming, training, monitoring, evaluating and learning (MEL), and policy development. Under the direct supervision of the Civil Society and Media Division Chief or his/her designee, the incumbent will exercise independent judgment while performing challenging work which is varied and wide-ranging. The incumbent will have wide latitude and decision making authority within his/her portfolio. The incumbent will receive minimal day-to-day technical guidance.

Level of complexity for work assignments:

The incumbent undertakes a wide range of duties that require the exercise of judgment, the interpretation of policies and practices, and their relevance to a new problem or situation. The incumbent typically identifies and develops methods to resolve problems or cope with issues which directly affect the accomplishment of principal program goals and objectives. The incumbent is expected to carry out a diverse set of work assignments related to USAID's approaches with little technical oversight, including research, programming, training, monitoring, evaluating and learning (MEL), and policy. The incumbent will provide cutting edge technical support to Missions and Washington operating units on key issues regarding data and technology as they relate to civil society, media, development outcomes, democratic systems and related issues, including the assessments, design of new activities, monitoring, learning and evaluation; serve as a subject matter expert on data and technology as they relate to civil society, media, development outcomes, democratic systems and related issues to support policy development, as well as strategic planning and implementation; advance USAID strategy to include supporting and advocating for inclusion of approaches informed by cutting-edge thinking on data and technology to enhance the DRG Center's efforts and improve democratic development outcomes; advise senior leaders in the DRG Center, Technical and Regional Bureaus and other USG leadership in the subject matter area; and liaise with DRG Center sub-sector divisions, Regional Bureaus, the U.S. Global Development Lab, the Global Engagement Center and other inter-agency partners as appropriate to inform and strengthen the DRG Center's approaches regarding data and technology as they related to DRG issues. The incumbent is expected to be innovative and original in recommending new or improved approaches to achieve problem resolution.

Knowledge level required:

The Democracy, Data, and Technology Specialist will be a subject matter expert regarding global development issues relating to democratic trends, data, and technology and related effects on the work of the Civil Society and Media (CSM) Division and the DRG Center. The incumbent is expected to have a firm grasp of data-powered technologies' functions and the

risks they could pose to democracy and human rights; experience building the relevant institutions and networks critical to providing oversight that will ensure societies and citizens can equitably benefit from new technologies; and relevant skills to craft and adapt development programs to initiate more informed local oversight and develop innovations in policy and law to address these emerging issues. The incumbent will be adept at assessing unique cultural and political contexts to develop and to adapt programming approaches appropriate to complex circumstances. USAID Missions will rely on the incumbent to provide guidance and solutions when competing interests, such as conflicting inter-agency priorities, local competing interests, or other possible conflicts among possible technical solutions arise. The incumbent will have a Master's degree or higher degree with study in a pertinent field, such as: international development, civil society and media programming in developing country contexts, data management, advanced technology and impacts on civic participation, internet management and internet security, civil liberties, and access to information.

Supervisory Controls:

The incumbent's supervisor is the CSM Division Chief or her/his designee. The incumbent serves as a member of the Civil Society and Media Division, and as appropriate, coordinates with other USAID operating units as a representative of the DRG Center and the Civil Society and Media Division. The Supervisor and the incumbent will develop a work plan that includes broad objectives. As a subject matter expert, the incumbent independently plans, designs and carries out activities, studies and programs/projects. The incumbent develops deadlines for activities and other specialized tasks and is responsible for planning and carrying out assignments, resolving most conflicts that arise, and coordinating work with others as necessary. The incumbent interprets policy in terms of established objectives and keeps his/her supervisor informed of progress in the achievement of objectives and of potentially controversial matters.

Guidelines for the required work:

Pertinent sources of information consist of the Foreign Assistance Act, the DRG Center Annual Report FY 2019, the DRG Center's Users Guide, the DRG Center Strategy, USAID Digital Strategy 2020-2024, the Department of State and USAID Joint Strategic Plan FY 2018-2022, and USAID Agency and DCHA Bureau rules and regulations. The incumbent exercises considerable independent judgment in determining the application of approaches to programming and inputs to strategy and policy development.

Scope and effect of the work performed:

The Democracy, Data, and Technology Specialist contributes to the CSM research agenda as the recognized DRG Center subject matter expert on the impacts of data and technology on democracy to advance knowledge and enhance the work of the CSM division, the DRG Center, and the Missions that USAID serves. The incumbent will lead efforts regarding project design, implementation, monitoring, learning and evaluation. The incumbent's work involves isolating and defining unknown conditions, resolving critical problems, or developing new theories. The incumbent will guide team members to establish criteria, assess program effectiveness, and contribute to analysis on the landscape impacting USAID's work. The incumbent's work outputs will support both Agency efforts as well as those of the

broader development community. Assignments, particularly those related to providing technical guidance to central and Mission-based programming, will require the ability to lead while working collaboratively with internal and external stakeholders.

Level and purpose of contacts:

Contacts are with individuals or groups from inside and outside of the agency, regarding the impacts of data and technology on democracy. The incumbent is responsible for liaising with a variety of agency and external actors in order to ensure efficacious use of DRG programming assistance resources. This includes implementing partners, interagency and intra-agency entities, other donors, and external stakeholders as appropriate to the subject matter. The incumbent will engage with a variety of individuals and groups from USAID including DRG Center leadership and Mission leadership - typically through meetings, calls, and consultations (on an as-needed, as-appropriate basis) - as an important step in advancing USAID's approach, research agenda, and programmatic priorities related to the impacts of data and technology on democracy. The purpose of the Democracy, Data, and Technology Specialist's contacts will be to influence, motivate, direct and or coordinate with other technical advisors and DRG subject matter experts to advance knowledge and enhance USAID's approaches. The incumbent must be skillful in determining the appropriate approach in negotiating and persuading others, and in establishing rapport in order to gain and relay information, including decision makers in the DRG sector on issues relating to the impact of data and technology on democracy.

Supervision or oversight the position has over others: None.

Travel requirements: The Democracy, Data, and Technology Specialist should expect to spend up to 20% of her/his time on temporary duty assignments (TDY).

Support Items: The incumbent will be provided with the support services, equipment, and supplies necessary to perform the work.

12. PHYSICAL DEMANDS

The work requested does not involve undue physical demands.

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

Education/Experience:

- Master's degree or higher degree from an accredited U.S. or foreign educational institution with study in a pertinent field, such as: international development, civil society and media programming in developing country contexts, data management and data security, advanced technology and impacts on civic participation, internet management and internet security, civil liberties and access to information.
- Five (5) years' experience in the DRG sector conducting work similar to program management, policy development, or program coordination.
- Three (3) years' experience in civil society and media programming in developing country contexts, data management and data security, advanced technology and impacts

on civic participation, internet management and internet security, or civil liberties and access to information.

III. EVALUATION AND SELECTION FACTORS

The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1. The Contracting Officer (CO) reserves the right at any point in the evaluation process to establish a competitive range of offerors with whom negotiations will be conducted pursuant to FAR 15.306(c). In accordance with FAR 52.215-1, if the CO determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. FAR provisions of this solicitation are available at <https://www.acquisition.gov/browse/index/far>.

Quality Ranking Factors (QRFs)

In a separate document, offerors must address each Quality Ranking Factor (QRF) listed below to demonstrate how s/he meets each factor, describing specifically and accurately what experience, training, education and /or awards they have received that are relevant to each factor. Each factor response is limited to no more than 500 words. Please provide a word count after each response. Any additional words above the limit will neither be read nor scored. Offerors should include their name and the solicitation number at the top of each page.

QRF 1: Technical Expertise (50 points)

- Demonstrated ability to lead and contribute to analysis and provide recommendations on a wide-range of issues concerning data and technology as they relate to civil society, media, development, and democratic systems in developing countries - specifically in research; development programming (i.e., assessment, design, development, implementation, monitoring, and evaluation); experience with and awareness of cutting edge research and best practices regarding data and technology and DRG issues; ability to contribute to meaningful content on the subject matter to enhance and deliver capacity development, training, e-learning, and convenings.

QRF 2: Communication (25 points)

- Demonstrated ability to communicate effectively orally and in writing, with officials and in public forums with minimal editing or supervision.
- Proven track record of contributing to the analysis and synthesis of information for use by principals.
- Demonstrated productive and positive working relationships and communication with colleagues and peers.

QRF 3: Teamwork (25 points)

- Proven track-record of working effectively and collaboratively on diverse teams.
- Ability to work with colleagues of diverse backgrounds and opinions.

Rating system is as follows:

- i. Technical Expertise: 50 points
- ii. Communication: 25 points
- iii. Teamwork: 25 points
- Total Possible Points: 100 points**

Basis of Rating

Eligible offerors who meet the Minimum Qualifications will be further evaluated based on scoring of the Quality Ranking Factors (QRFs). The evaluation of the QRFs based on the offeror's responses to the QRFs as well as information provided in other written offer materials (e.g., form AID 309-2, resume) will be used to determine the competitive ranking of qualified offerors. The most qualified offeror(s) will be interviewed. Professional reference checks will be conducted only for offeror(s) who are interviewed. The interview and professional reference checks will be considered in the final scoring of the QRFs. USAID will not pay for any expenses associated with the interviews. Interviews conducted in person will be held at USAID offices in the Washington, D.C. region. While in person interviews are preferred, interviews by telephone or video may also be conducted. Please be advised that references may be obtained independently from other sources in addition to the ones provided by the offeror. In the event that USAID is unable to obtain any information from references, the lack of reference information will not be evaluated favorably or unfavorably in the scoring of the QRFs.

Satisfactory verification of academic credentials is required prior to award. The selected offeror will be required to submit official transcripts for the academic degree for which the offeror qualified for the position. If the selected offeror fails to submit the required academic credential documentation within the time period specified by the Contracting Officer, the offeror may be disqualified from further consideration for award. Education completed in foreign colleges or universities may be used to meet the education requirements. Transcripts from foreign educational institutions must be accompanied by an official Evaluation of Educational Credentials. It is the offeror's responsibility to provide evidence that the foreign education is comparable to that received in an accredited educational institution in the United States. If you are qualifying based on foreign education, you must submit proof of creditability of education as evaluated by a credentialing agency. USAID will not pay for expenses related to obtaining transcripts or proof of creditability of foreign education. Click on the following link for a list of accredited organizations (<https://www.naces.org/members>) recognized as specializing in interpretation of foreign education credentials. More information may be found at <https://www2.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-forrecog.html>.

The selected offeror will be required to obtain a Secret Level Security Clearance provided by USAID prior to contract award. **Dual citizens may be asked to renounce second-country citizenship.** If a full security investigation package is not submitted by the selected offeror within 30 days after it is requested, the offer may be rescinded. If a Secret level security clearance is not obtained within nine months after offeror acceptance, the offer may be rescinded.

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS AND THE SYSTEM FOR AWARD MANAGEMENT: All USPSCs with a place of performance in the United States are required to have a Data Universal Numbering System

(DUNS) number and be registered in the System for Award Management (SAM) database prior to receiving an award. You will be disqualified if you either fail to comply with this requirement or if your name appears on the excluded parties list in www.sam.gov or on the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons. Registration information is available at www.sam.gov.

NOTE: Registration for a DUNS number and registration in SAM is **FREE**.

Interested offerors are highly encouraged to initiate the registration process early to avoid any delays during contract award.

USAID reserves the right to select additional offerors to fill possible future vacant positions if vacancies become available during the selection process.

IV. SUBMITTING AN OFFER

1. Eligible offerors are required to complete and submit the **offer form AID 309-2, “Offeror Information for Personal Services Contracts with Individuals,”** available at <http://www.usaid.gov/forms>. This form must be physically signed (hand-written signature). **Unsigned forms will not be accepted.**
2. Offers must be **received** by the closing date and time specified in **Section I, item 3**, and submitted electronically via e-mail to the Point of Contact in **Section I**. Offerors should include the solicitation number in the subject line of the e-mail to ensure consideration for the intended position.
3. Offeror submissions must clearly reference the Solicitation number on all offeror submitted documents.
4. Offerors must submit a **complete resume**. Your resume should contain sufficient information to make a valid determination that you fully meet the education and experience requirements as stated in the solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

In order to fully evaluate your offer your resume must include:

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Any experience that does not include dates (month/year), locations, and hours per week may not be counted towards meeting the solicitation requirements.
- (b) Specific duties performed that detail the level and complexity of the work.

- (c) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments. Do not submit transcripts or other certifications with your offer. Transcripts and/or certifications must be submitted only upon request.
5. Offerors must submit the **names and current contact information for three (3) professional references** who have knowledge of the offeror's ability to perform the duties set forth in this solicitation. Submitted references must include, at a minimum, the name of the reference and the reference's current contact information which should include an email address.
 6. Offerors must submit a **supplemental document specifically addressing the Quality Ranking Factors**. Responses are limited to no more than 500 words per factor. Any additional words above the limit will neither be read nor scored.
 7. Offers must be submitted in English.

Additional documents submitted will not be accepted. Incomplete offers will not be considered. Late offers will not be considered, and will be handled in accordance with FAR 52.215-1.

By submitting your offer materials, you certify that, to the best of your knowledge and belief, all of the information on and attached to the offer is true, correct, complete, and made in good faith. You understand that any information you give may be investigated.

False or fraudulent information on or attached to your offer may be grounds for not awarding you the contract, or for early contract termination after award, and may be punishable by fine or imprisonment.

V. LIST OF REQUIRED FORMS PRIOR TO AWARD

The CO will provide instructions about how to complete and submit the following forms after an offeror is selected for the contract award.

1. Questionnaire for Sensitive Positions (for National Security) (SF-86), or Questionnaire for Non-Sensitive Positions (SF-85)
2. Finger Print Card (FD-258)
3. Declaration of Federal Employment (OF-306)

VI. BENEFITS AND ALLOWANCES

As a matter of policy, and as appropriate, a USPSC is normally authorized the following benefits and allowances:

1. BENEFITS:

- (a) Employer's FICA Contribution
- (b) Contribution toward Health & Life Insurance
- (c) Pay Comparability Adjustment
- (d) Annual Increase (pending a satisfactory performance evaluation)
- (e) Eligibility for Worker's Compensation
- (f) Annual and Sick Leave
- (g) Transit Benefits (Metro, MARC/VRE/Commuter Bus, and Transit Authority Van Pool)

2. ALLOWANCES:

The following allowances may be provided to the USPSC while on TDY overseas. Section numbers refer to rules from the Department of State Standardized Regulations (Government Civilians Foreign Areas), available at https://aoprals.state.gov/content.asp?content_id=282&menu_id=101.

- (a) Danger Pay Allowance (Section 650)

VII. TAXES

USPSCs are required to pay Federal income taxes, FICA, Medicare and applicable State income taxes.

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.
2. **Contract Cover Page form AID 309-1** available at <https://www.usaid.gov/forms>. Pricing by line item is to be determined upon contract award as described below:

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Base Period – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: R497 - Accounting Info: TBD	1	LOT	\$ _TBD_	\$ _TBD_ at Award after negotiations with Contractor
1001	Option Period 1 – Compensation, Fringe	1	LOT	\$ _TBD_	\$ _TBD_ at Award after

	Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: R497 - Accounting Info: TBD				negotiations with Contractor
2001	Option Period 2 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: R497 - Accounting Info: TBD	1	LOT	\$ _TBD_	\$ _TBD_ at Award after negotiations with Contractor
3001	Option Period 3 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: R497 - Accounting Info: TBD	1	LOT	\$ _TBD_	\$ _TBD_ at Award after negotiations with Contractor

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>. The following AAPDs/CIBs are applicable:

AAPD 06-10 – PSC Medical Expense Payment Responsibility:

MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 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 eligible family member 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 (c) supplements General Provision 25. “MEDICAL EVACUATION (MEDEVAC) SERVICES.”

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(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 eligible family member 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 eligible family members 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 an eligible family member in accordance with the General Provision 10, 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 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or eligible family member 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 eligible family member.

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 an eligible family member) 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 eligible family member 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 USPSC/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).

(End of Provision)

AAPD 15-02, REVISED 2 – Continuation of Deviation from the 'Leave and Holidays' clause, including Family and Medical Leave, for U.S. Personal Services Contractors Class Deviation M/OAA-DEV-AIDAR-20-2c

GP 5. LEAVE AND HOLIDAYS (DEC 2017)

(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.

[END PROVISION]

**AAPD 18-02 REVISED – Revisions to Medevac Policies for USPSCs and TCNPSCs
Class Deviation M-OAA-DEV-AIDAR-20-3c**

GP 25. Medical Evacuation (Medevac) Services (DEC 2019)

A contractor who is required to relocate abroad and accompanying eligible family members; or a contractor on official travel status abroad on temporary duty or training, will be provided Medevac services through the Department of State, Bureau of Medical Services, similar to that provided to U.S. Government employees in 16 FAM 300 Medical Travel. Medevac costs that will be covered by USAID include travel and per diem, but do not include medical care costs.

To be eligible for Medevac services covered by the Department of State Medevac program, the contractor and accompanying eligible family members must obtain and maintain international health insurance coverage in accordance with the clause of the contract entitled, “Insurance.”

[END CLAUSE]

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. **FAR Clauses** are available at <https://www.acquisition.gov/far/index.html>. The following FAR clauses are applicable:

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)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) Definitions. As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision [52.204-7](#) with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(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 the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(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.* If the Contractor's EFT information in the SAM is incorrect, then the Government need not make payment to the Contractor under this contract until

correct EFT information is entered into the SAM; and 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.

(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) of this clause 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 register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [subpart 32.8](#), is not permitted. 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 made 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 contained in SAM.

(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.

(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 [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)

52.247-63 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*]:

(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)

The following FAR clauses are hereby incorporated by reference in accordance with **FAR 52.252-2, "Clauses Incorporated by Reference."** The full text of each clause may be accessed on the Internet at this address: <https://www.acquisition.gov/far/index.html>

<u>FAR NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.215-2	AUDIT AND RECORDS—NEGOTIATIONS	JUN 2020
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
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
52.237-2	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
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

[END OF SOLICITATION]