

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

ANDREA DANZIGER, DEBORAH
MURPHY, MARK HERZBERG, KENNETH
SKLAW, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

Case No. 25-1241
(Judge Tapp)

AMENDED CLASS ACTION COMPLAINT

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Plaintiffs Andrea Danziger, Deborah Murphy, Mark Herzberg, and Kenneth Sklaw (together, the “Named Plaintiffs”), by and through undersigned counsel, individually and on behalf of all others similarly situated (with the Named Plaintiffs, the “Plaintiffs”), allege as follows:

NATURE OF THE ACTION

The United States Government procures goods and services from companies and individuals through government contracts. The Government enjoys certain latitude and discretion in administering its contracts, including the ability to terminate contracts for convenience in the best interest of the Government. But the Government cannot abuse that discretion nor act in bad faith. When the Government terminates contractors through unlawful acts or offers pretextual justifications for a termination not supported by facts, the Government abuses its discretion and acts in bad faith.

Named Plaintiffs were Personal Services Contractors (“PSC contractors”)¹ for the United States Agency for International Development (“USAID”), which was created in 1961 and responsible for administering civilian foreign aid and development assistance. Through PSCs, USAID could contract with—rather than directly hire—individuals, who agreed to provide services to USAID. Thus, USAID contracted with Named Plaintiffs to provide functions like Humanitarian Assistance Officer and Technical Program Officer supporting overseas work. Between 2022 and 2023, USAID signed contracts with 5-year periods of performance with Named Plaintiffs. The Named Plaintiffs’ contracts are examples of hundreds of similar contracts that USAID entered with various individuals.

¹ Throughout this Complaint, “PSC” refers to Personal Services Contracts, and “PSC contractor” refers to the contractor performing the PSC.

In early 2025, the Government attacked USAID and PSC contractors like Named Plaintiffs. Through a farrago of pretextual terminations, top Government officials moved to dismantle the agency and terminate USAID PSCs. Specifically, on February 2, 2025, Elon Musk, head of the newly-formed Department of Government Efficiency (“DOGE”),² wrote on X, formerly known as Twitter: “USAID is a criminal organization. Time for it to die.” That same day, the Deputy Administrator of USAID (appointed to the position three days earlier) approved the terminations of hundreds of PSCs. Within weeks, the Government began issuing boilerplate-terminations of USAID’s PSCs. Named Plaintiffs each received a “Letter of Termination for Convenience” (hereinafter the “Termination Notice”) on February 19, 2025, March 3, 2025, or April 3, 2025, respectively. Between approximately February 12, 2025, and April 24, 2025, USAID terminated hundreds of similarly-situated PSCs through similar boilerplate termination letters.

These termination notices did not reflect any exercise of discretion by the cognizant contracting officers (“COs”), as required by contract and regulation. In fact, many of these terminations were not even signed by the COs.

Although the Government may terminate contracts for convenience, that contractual right is limited. The Government cannot terminate contracts for convenience in bad faith or by abusing its discretion. The mass termination of PSC contractors—including Named Plaintiffs and those similarly situated—was unlawful, an abuse of discretion, and conducted in bad faith. The Government’s actions here breached hundreds of contracts, entitling improperly terminated PSC contractors to damages above and beyond the compensation typically due under a legitimate

² DOGE is not a formal cabinet-level department, which requires an act of Congress.

termination for convenience. Collectively, these damages include at least: (1) lost compensation, and (2) termination costs.

Accordingly, Named Plaintiffs submitted certified claims to the cognizant USAID COs seeking damages for the Government's breaches. As of the date of this filing, the Government has denied their claims as deemed denials.

Named Plaintiffs, on behalf of themselves and the impacted PSC contractors, hereby seek compensation under the Contract Disputes Act for the Government's breaches.

JURISDICTION

1. Plaintiffs are PSC contractors who received Termination Notices from USAID. The Tucker Act, 28 U.S.C. § 1491, and the Contracts Disputes Act, 41 U.S.C. §§ 7101-7109, confer jurisdiction to this Court over the actions described in this pleading. Per the requirements of the Contract Disputes Act, Plaintiffs have filed certified claims with USAID COs, and the Government has not granted those claims. Plaintiffs therefore have not received appropriate and proper compensation sought in the certified claims and hereby appeal the Government's decisions.

2. Ms. Danziger received a Termination Notice on February 19, 2025, and filed a certified claim on April 15, 2025, challenging the termination and seeking damages. *See* Ex. A (Ms. Danziger's Termination Notice); *see also*, Ex. F (Ms. Danziger's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a Contracting Officer's Final Decision ("COFD") is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

3. Ms. Murphy received a Termination Notice on March 3, 2025, and filed a certified claim on June 16, 2025, challenging the termination and seeking damages. *See* Ex. G (Ms. Murphy's Termination Notice); *see also* Ex. H (Ms. Murphy's Certified Claim). More than

sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

4. Mr. Herzberg received a Termination Notice on April 3, 2025, and filed a certified claim around August 12, 2025, challenging the termination and seeking damages. *See* Ex. I (Mr. Herzberg's Termination Notice); *see also* Ex. J (Mr. Herzberg's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

5. Mr. Sklaw received a Termination Notice on February 19, 2025, and filed a certified claim on September 15, 2025, challenging the termination and seeking damages. *See* Ex. K (Mr. Sklaw's Termination Notice); *see also* Ex. L (Mr. Sklaw's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

6. Each of Named Plaintiffs' claims have been denied by the Government. Therefore, this Court has jurisdiction pursuant to 41 U.S.C. §§ 7101-7109. The Named Plaintiffs file this Complaint pursuant to 41 U.S.C. § 7104(b) (2011).

PARTIES

7. ANDREA DANZIGER is a United States Citizen, a resident of Mason, Ohio, and a former PSC contractor. Her latest Contract, No. 720BHA24S00007, was awarded around November 16, 2023, and terminated effective April 20, 2025.

8. DEBORAH MURPHY is a United States Citizen, a resident of Hudson, NY, and a former PSC contractor. Her Contract, No. 720BHA24S00014, was awarded around November 28, 2024, and terminated effective April 17, 2025.

9. MARK HERZBERG is a dual citizen of the United States and Israel, a resident of Israel, and a former PSC contractor. His Contract, No. 72029422S00001, was awarded on June 22, 2022, and terminated effective September 2, 2025.

10. KENNETH SKLAW is a United States Citizen, a resident of Vermont, and a former PSC contractor. His Contract, No. 7200AA22S00013, was awarded on August 24, 2022, and terminated effective March 6, 2025.

11. At all times relevant to Plaintiffs' claims, the Defendant, the UNITED STATES OF AMERICA, was acting through the following individuals and entities:

- a. Donald Trump, President of the United States;
- b. Marco Rubio, Secretary of the Department of State;
- c. Elon Musk, Special Government Employee of DOGE;
- d. DOGE;
- e. The United States Department of State;
- f. USAID;
- g. Peter Marocco, Deputy Administrator of USAID; and
- h. Jeremy Lewin, Deputy Administrator of USAID.

CLASS ACTION DEFINITION AND ALLEGATIONS

12. This action for monetary damages is brought by Named Plaintiffs as a class action in accordance with the provisions of the Rules of the Court of Federal Claims ("RCFC") 23(a) and 23(b) on their own behalf and on behalf of the following class of all other similarly situated PSC contractors performing work for USAID, defined as follows:

All personal services contractors, performing work for USAID, whose contracts were terminated by USAID via Termination Notices issued approximately between February 12, 2025, and April 24, 2025.

13. The membership of the class is so numerous that joinder of all members is impractical. Between approximately February 12, 2025, and April 24, 2025, USAID issued Termination Notices to hundreds of PSC contractors. These notices state that the contracts were terminated “for Convenience of the Government” because the contracts were “no longer in the best interests of the United States Government to continue.” *See e.g.*, Exs. A, G, I, and K (Named Plaintiffs’ Termination Notices).

14. There are questions of law and fact in the action common to the class, including: (a) whether the Government improperly terminated Plaintiffs’ contracts by abusing its discretion, *i.e.*, in furtherance of dismantling USAID in violation of law; (b) whether the Government improperly terminated Plaintiffs’ contracts by abusing its discretion and terminating the contracts on the basis of pretextual reason and/or in bad faith; and (c) notwithstanding the improper terminations of Plaintiffs’ contracts, whether Plaintiffs are entitled to certain termination costs. The relief sought is common to the entire class. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.

15. The claims of the Named Plaintiffs, who represent the class, are typical of the claims of the class in that all members of the class, including the Named Plaintiffs, (1) performed services as PSC contractors for USAID, (2) received Termination Notices issued between approximately February 12, 2025, and April 24, 2025, (3) had their USAID contract terminated as part of the Government’s rushed effort to unlawfully dismantle USAID and without the proper exercise of discretion required for a proper termination, and (4) are due compensation.

16. The Named Plaintiffs are representative of all Plaintiffs and will fairly and adequately protect the interests of the class. The Named Plaintiffs are not subject to any unique defenses with respect to the claims raised in this action, and there are no conflicts between the

Named Plaintiffs and other class member Plaintiffs with respect to this action or with respect to the claims for relief. The Named Plaintiffs intend to prosecute this action vigorously to secure remedies for the entire class.

17. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Treatment as a class action will permit many similarly situated PSC contractors to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that would result from repetitive litigation or numerous, separate individual actions. Class treatment will also permit the adjudication of claims by many class members who otherwise could not afford to litigate the alleged claims, in part because they have been improperly terminated by Defendant's conduct. This class action presents no difficulties of management that would preclude its maintenance.

18. Defendant has at all times acted in a manner that has treated all class members similarly, by abusing its discretion or acting in bad faith when terminating each of Plaintiffs' contracts and failing to pay each of them the compensation owed, thereby making appropriate final relief with respect to the class as whole.

19. The attorneys for Plaintiffs have decades of experience at the U.S. Court of Federal Claims and are experienced and capable in class action litigation, as well as Contract Disputes Act and Tucker Act claims. Attorneys for Plaintiffs have successfully represented claimants in other litigation of this nature.

STATEMENT OF FACTS

A. The Named Plaintiffs' Contracts

20. Each of the Named Plaintiffs was a PSC contractor contracted to work for USAID.

21. Each of the Named Plaintiffs' contracts contained identical Termination for Convenience provisions that stated:

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

See Ex. M at 42, § C(16), Termination (Ms. Danziger's USAID Contract); Ex. N at 39, § C(16), Termination (Ms. Murphy's USAID Contract); Ex. O at 30, § C(15), Termination (Mr. Herzberg's USAID Contract); Ex. P at 40, § C(16), Termination (Mr. Sklaw's USAID Contract).

22. When terminated for convenience, PSC contractors are generally entitled to certain termination costs and other reimbursements including, but not limited to, unused leave costs, relocation costs, travel allowances, material/equipment costs, and other outstanding reimbursements.

23. Each of the Named Plaintiffs received Termination Notices stating that their contracts were terminated "for Convenience of the Government," as it was "no longer in the in the best interests of the United States Government to continue" with the contracts. *See* Exs. A, G, I, and K (Named Plaintiffs' Termination Notices).

24. Each of the Named Plaintiffs submitted certified claims that the Government denied.

Andrea Danziger

25. Around November 16, 2023, the Government awarded Contract No. 720BHA24S00007 to Ms. Danziger to perform certain Humanitarian Assistance Officer

functions for USAID's Bureau for Humanitarian Assistance ("BHA") from November 19, 2023, through November 18, 2028. Ex. M (Ms. Danziger's USAID Contract).

26. Like all other contracts held by Plaintiffs, Ms. Danziger's contract contained the same Termination for Convenience provision as described in ¶ 21 above.

27. On February 19, 2025, the Government issued a Termination Notice, through Ousay Wahaj, Supervisory Contracting Officer, notifying Ms. Danziger that the Contract was terminated "for Convenience of the Government," as it is "no longer in the in the best interests of the United States Government to continue with this contract." See Ex. A (Ms. Danziger's Termination Notice). Notably, the email correspondence containing the Termination Notice was sent to internal USAID recipients, with Ms. Danziger copied only in the bcc-line. Neither the email nor the Termination Notice identified Ms. Danziger or her contract number.

28. The Termination Notice further instructed that the termination would be effective on the same day, and that Ms. Danziger's last day of "employment" would be March 6, 2025. *Id.*

29. On February 25, 2025, Ms. Danziger acknowledged receipt of the Termination Notice via email to Patricia Steckler. In this email, Ms. Danziger also (1) requested additional information, (2) raised procedural concerns, particularly the lack of any basis for the termination decision, and (3) requested outstanding compensation and reimbursements. The email further requested an extension of the termination date to use accrued leave. The Government never responded to this email.

30. On March 6, 2025, Ms. Danziger received a "Rescission of Termination Notice for [her] BHA Personal Services Contract," which revised the termination date to April 20, 2025. Ex. Q (Ms. Danziger's Termination Extension).

31. On April 15, 2025, Ms. Danziger submitted her certified claim, claiming lost compensation as well as various termination costs including unused leave, relocation, and other costs. *See* Ex. F (Ms. Danziger’s Certified Claim).

32. On June 5, 2025, Ms. Danziger received a lump sum payment reflecting only her annual-leave costs. Ms. Danziger also received payment of her outstanding Standard Form (SF) 1034, the Public Voucher for Purchases and Services Other Than Personal, that was pending at the time of termination.

33. To date, Ms. Danziger has not received a COFD regarding her certified claim.

Deborah Murphy

34. Around November 28, 2023, the Government awarded Contract No. 720BHA24S00014 to Ms. Murphy for her to perform certain Senior Regional Humanitarian Program Officer functions for USAID’s BHA from December 31, 2023 through December 30, 2028. *See* Ex. N (Ms. Murphy’s USAID Contract).

35. Like all other contracts held by Plaintiffs, Ms. Murphy’s Contract contained the same Termination for Convenience provision described in ¶ 21 above. *Id.*

36. On March 3, 2025, the Government issued a Termination Notice, through Acting Branch Chief Steckler, notifying Ms. Murphy that the Contract was terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” *See* Ex. G (Ms. Murphy’s Termination Notice).

37. The Termination Notice further instructed that the termination would be effective 15 days from the date of the Notice, and that Ms. Murphy’s last day of “employment” would be March 18, 2025. *Id.*

38. On March 7, 2025, Ms. Murphy received an email regarding “Revision of Termination Notice for [her] BHA Personal Service Contract,” from Acting Branch Chief

Steckler, revising the termination date to April 17, 2025. Ex. R (Ms. Murphy's Termination Extension)

39. On June 16, 2025, Ms. Murphy submitted her certified claim, claiming lost compensation as well as various termination costs including unused leave. *See* Ex. H (Ms. Murphy's Certified Claim).

40. Ms. Murphy has since received a lump sum payment reflecting only her annual-leave costs.

41. To date, Ms. Murphy has not received a COFD regarding her certified claim.

Mark Herzberg

42. On June 22, 2022, the Government awarded Contract No. 72029422S00001 to Mr. Herzberg for him to perform certain functions as a Deputy Executive Officer in USAID's Executive Office at USAID West Bank and Gaza in Jerusalem from June 24, 2022 through June 23, 2027. *See* Ex. O (Mr. Herzberg's USAID Contract).

43. Like all other contracts held by Plaintiffs, Mr. Herzberg's Contract contained the same Termination for Convenience provision described in ¶ 21 above. *Id.*

44. On April 3, 2025, the Government issued a Termination Notice, through Contracting/Executive Officer Patricia Audrey Steckler, notifying Mr. Herzberg that the Contract was terminated "for Convenience of the Government," as it is "no longer in the in the best interests of the United States Government to continue with this contract." *See* Ex. I (Mr. Herzberg's Termination Notice).

45. The Termination Notice further instructed that the termination would be effective and that Mr. Herzberg's last day of "employment" would be September 2, 2025. *Id.*

46. On August 8, 2025, Mr. Herzberg submitted his certified claim, claiming lost compensation as well as various termination costs including unused leave. *See* Ex. J (Mr. Herzberg's Certified Claim).

47. On October 8, 2025, Mr. Herzberg received a lump sum payment reflecting only his annual-leave costs.

48. To date, Mr. Herzberg has not received a COFD regarding his certified claim.

Kenneth Sklaw

49. On August 24, 2022, the Government awarded Contract No. 7200AA22S00013 to Mr. Sklaw for him to perform certain functions as Global Health (Rover IV) Health Development Specialist in the Bureau for Global Health's Office of Country Support from August 29, 2022 through August 28, 2027. *See* Ex. P (Mr. Sklaw's USAID Contract).

50. Like all other contracts held by Plaintiffs, Mr. Sklaw's Contract contained the same Termination for Convenience provision described in ¶ 21 above. *Id.*

51. On February 19, 2025, the Government issued a Termination Notice, through Contracting Officer Joseph Hamilton, notifying Mr. Sklaw that the Contract was terminated "for Convenience of the Government," as it is "no longer in the in the best interests of the United States Government to continue with this contract." *See* Ex. K (Mr. Sklaw's Termination Notice).

52. The Termination Notice further instructed that the termination would be effective 15 days from the date of the Notice, and that Mr. Sklaw's last day of "employment" would be March 6, 2025. *Id.*

53. On September 15, 2025, Mr. Sklaw submitted his certified claim, claiming lost compensation as well as unused leave. *See* Ex. L (Mr. Sklaw's Certified Claim).

54. On May 29, 2025, Mr. Sklaw received a lump sum payment reflecting only his annual-leave costs.

55. To date, Mr. Sklaw has not received a COFD regarding his certified claim.

B. Congress Established USAID as an Independent Agency

56. USAID was created by Executive Order in 1961. Exec. Order No. 10,973, 26 Fed. Reg. 10,469, § 102 (Nov. 7, 1961).

57. Congress established USAID by statute through the Foreign Assistance Act of 1961 (FAA, Pub. L. 87-195).

58. In 1998, pursuant to section 1413 of the Foreign Affairs Reform Restructuring Act of 1998 (Pub. L. 105-277, Div. G) (“FARRA”), Congress categorized USAID as an “independent establishment,” 5 U.S.C. § 104, outside of the State Department. 22 U.S.C. § 6563 (“Unless abolished pursuant to the reorganization plan submitted under section 6601 of this title, and except as provided in section 6562 of this title, there is within the Executive branch of Government the United States Agency for International Development as an entity described in section 104 of Title 5”).

59. As an independent agency, USAID has been “the principal U.S. agency responsible for extending development assistance to countries around the world.”³

C. Congress did not Authorize the Dismantling of USAID

60. The Constitution vests in Congress the power to create, define, and fund administrative agencies. U.S. Const. art. I, § 1.⁴

61. Only Congress may authorize the President to reorganize, abolish, or dissolve administrative agencies. *Id.*

³ Off. of Inspector Gen., USAID, *OIG Oversight: USAID Overview*, <https://oig.usaid.gov/USAID#:~:text=Established%20through%20the%20Foreign%20Assistance,to%20countries%20around%20the%20world> (last accessed July 3, 2025).

⁴ See also *Nat’l Fed’n of Indep. Bus. v. Dep’t of Lab., OSHA*, 595 U.S. 109, 117 (2022) (“Administrative agencies are creatures of statute.”).

62. Historically, when the President has reorganized, abolished, or dismantled administrative agencies, Congress has authorized the President to take such actions.⁵

63. Since the enactment of FARRA in 1998, Congress has not statutorily authorized the President to reorganize, reconstitute, consolidate, or dismantle USAID.⁶ Indeed, Congress recently and repeatedly reaffirmed, through appropriations, that USAID is an independent agency and that its status cannot lawfully be changed without appropriate congressional action. *See, e.g.*, Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, 138 Stat. 460, § 7603 (prohibiting appropriated funds for USAID from being used “to implement a reorganization, redesign, or other plan . . . without prior consultation” by the agency head “with the appropriate congressional committees,” that such funds shall be subject to the regular notification procedures of the Committees on Appropriations,” and that any such notification must “include a detailed justification for the proposed action”); Consolidated Appropriations Act, 2023, Pub. L. 117-328, 136 Stat. 4459, § 7063 (same); Consolidated Appropriations Act, 2022, Pub. L. 117-103, 136 Stat. 49, § 7063 (same); Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat. 1182, § 7062 (same); Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, 133 Stat. 2534, § 7062 (same); Consolidated Appropriations Act, 2019, Pub. L. 116-6, 133 Stat. 13, § 7073 (same).

⁵ *See Trump v. Am. Fed’n of Gov’t Emps.*, No. 24A1174, 2025 WL 1873449, at *2-4 (U.S. July 8, 2025) (Jackson, J., dissenting) (detailing a century of Congressional consideration or grants of requests from the President to reorganize, abolish, or dismantle administrative agencies).

⁶ FARRA provided a 60-day period for the President to submit a reorganization plan and report to Congress. 22 U.S.C. § 6601(a)-(d). The President did not abolish USAID within the 60-day period. Reorganization Plan and Report Submitted by President Clinton to the Congress on December 30, 1998, Pursuant to Section 1601 of the FARRA, *as contained in* Pub. L. 105-277, 112 Stat. 2681 (1998).

64. Although proposals have been made to abolish USAID, Congress has failed to enact these proposals. *See, e.g.*, H.R. 5108, 118th Cong. (2023) (introduced Aug. 1, 2023) (proposed, unenacted bill “[t]o abolish the United States Agency for International Development”).

65. Presently, Congress has not authorized the President to reorganize, abolish, or dismantle USAID.

D. USAID PSC Contractors

66. USAID contracts with U.S. citizens—through PSCs—to perform governmental functions, a status recognized by the Federal Acquisition Regulation (“FAR”) and other sources. 48 C.F.R. § 37.104 (2010).

67. Until the mass, indiscriminate terminations at issue here, USAID contracted with more than one thousand PSCs, many of whom were stationed overseas. These PSC contractors performed vital functions.

68. USAID’s stated mission is to “promote and demonstrate democratic values abroad, and advance a free, peaceful, and prosperous world,” and specifically to lead “international development and disaster assistance through partnerships and investments that save lives, reduce poverty, strengthen democratic governance, and help people emerge from humanitarian crises and progress beyond assistance.”⁷ In furtherance of these Governmental objectives, USAID PSC contractors provided essential services to various countries.

⁷ Department of State and USAID, *USAID’s Mission*, <https://trumpadministration.archives.performance.gov/state/#:~:text=USAID's%20Mission,%2C%20peaceful%2C%20and%20prosperous%20world.> (last accessed October 19, 2025).

69. PSC contractors made up a bulk of the staff in USAID's BHA.⁸ BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance in two general areas: (1) Humanitarian Response during emergencies—*i.e.*, needs-based humanitarian assistance provided to save lives directed toward the most vulnerable populations, and (2) after emergencies, Early Recovery, Risk Reduction, and Resilience activities to address long-term recovery.

70. PSC contractors were generally placed within one of BHA's seven offices (geographical or functional/technical offices) : (1) the Office of Africa; (2) the Office of Asia, Latin America, and the Caribbean; (3) the Office of the Middle East, North Africa, and Europe; (4) the Office of Field and Response Operations ("FARO"); (5) the Office of Technical and Program Quality ("TPQ"); (6) the Office of Global Policy, Partnership, Program, and Communications ("G3PC"); or (7) the Office of Humanitarian Business and Management Operations ("HBMO").

71. Although PSC contractors could be based in various geographic locations, PSC contractors supported projects in and traveled to locations outside of the places in which they were based.

72. For example, Ms. Danziger was based in the United States but worked with the BHA Syria team, supporting projects in Syria, and, at times, the Ukraine team.

⁸ USAID Office of Inspector General Advisory Notice highlights the risks and disruptions to the delivery of humanitarian aid resulting from USAID's personnel actions to remove (temporarily or permanently) approximately 90 percent of BHA's workforce. Off. of Inspector Gen., USAID, *Oversight of USAID-Funded Humanitarian Assistance Programming Impacted by Staffing Reductions and Pause on Foreign Assistance* (Feb. 10, 2025), <https://oig.usaid.gov/sites/default/files/2025-02/USAID%20OIG%20-%20Oversight%20of%20USAID-Funded%20Humanitarian%20Assistance%20Programming%20021025.pdf>.

73. Ms. Murphy was based in Budapest, Hungary but performed support work for Yemen and Iraq.

74. Mr. Herzberg was based in Israel for safety and security reasons but supported work in Gaza and the West Bank.

75. Mr. Sklaw was based in the Washington, D.C. but performed support work in Kazakhstan, Burma, Papua New Guinea, Sierra Leone, Nigeria, and Vietnam.

76. Many other PSC contractors who were based in the United States or other offices supported teams either based in or focused on many other countries, including Afghanistan, Iraq, Lebanon, Malawi, Somalia, Sudan, Yemen, and Zambia. PSC contractors also supported work in regions that experienced conflict like the West Bank, Gaza, and Nagorno-Karabakh.

77. USAID tasked its PSC contractors with many functions, such as: (1) building contextual knowledge by monitoring humanitarian issues in assigned countries, including identifying opportunities for new programming; (2) tracking emerging disasters; (3) managing, administering, and tracking emergency and/or early recovery, risk-reduction, or resilience-related grants and awards; (4) drafting official U.S. Government communications related to requests for disaster-response assistance; and (5) generally coordinating within USAID, and with other U.S. Government agencies, and external partners.

78. To meet operational needs during staff shortages, USAID also assigned its PSC contractors to short-term details with other teams within the agency.

79. USAID also contracted with PSC contractors for other USAID offices and bureaus, such as the Office of Transition Initiatives (“OTI”), the Bureau for Global Health (“GH”), and the Bureau for Democracy, Human Rights, and Governance (“DRG”).

E. The Department of Government Efficiency

80. On January 20, 2025, the President signed Executive Order 14158, “Establishing and Implementing the President’s ‘Department of Government Efficiency.’” Exec. Order No. 14158, 90 Fed. Reg. 8441 (Jan. 20, 2025) (hereinafter “DOGE Establishment EO”). Pursuant to the stated purpose “to implement the President’s DOGE Agenda [] to maximize governmental efficiency and productivity,” in relevant part, the DOGE Establishment EO provided:

1. Establishes “DOGE teams,” comprised of at least 4 DOGE employees within each federal agency, including an embedded “DOGE Team member” who can only be hired by the agency “in consultation with” the DOGE Administrator, *id.* at Sec. 3(c). These employees are to “ensure” that their work is “coordinate[d]” with DOGE and “implement[s] the President’s DOGE Agenda[.]” *see id.*;
2. Orders the commencement of “a Software Modernization Initiative to improve the quality and efficiency of government-wide software, network infrastructure, and information technology (IT) systems. Among other things, the USDS Administrator shall work with Agency Heads to promote interoperability between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization[.]” *id.* at Sec. 4(a); and,
3. Directs agency leaders to “take all necessary steps, in coordination with the [DOGE] Administrator and to the maximum extent consistent with law, to ensure [DOGE] has full and prompt access to all unclassified agency records, software systems, and IT systems[.]” *id.* at 8842, Sec. 4(b).

Id.

81. Pursuant to the DOGE Establishment EO, DOGE teams embedded within various executive agencies, including USAID. DOGE implemented many termination and wind-down actions across agencies, including terminating employees and contractors, canceling Government grants and contracts, and terminating leases.

82. The President publicly recognized Elon Musk as the de facto head of DOGE. For example, after the election, around November 12, 2024, the President stated he would appoint Mr. Musk to oversee DOGE.⁹

83. On February 11, 2025, the President and Mr. Musk held a joint press conference in the Oval Office directly related to DOGE and its activities.¹⁰

84. During his Presidential Address to Congress, the President stated: “I have created the brand new Department of Government Efficiency. DOGE. Perhaps you’ve heard of it. Which is headed by Elon Musk, who is in the gallery tonight.”¹¹

85. DOGE regularly discussed its termination activities on X. For example, on February 3, 2025 and February 4, 2025, DOGE posted “36 contracts were terminated for a total savings of ~\$165mm (sic) across 6 agencies[.]”¹² DOGE maintains a website showing purported estimated savings through, in part, DOGE’s actions related to contract terminations, including terminations of USAID contracts.¹³

86. Mr. Musk is not now, nor has he ever been, a CO with any agency in the Government.

⁹ See, e.g., Elena Moore, Camila Domonoske, & Jeongyoon Han, *Trump taps Musk to lead a ‘Department of Government Efficiency’ with Ramaswamy*, NPR (Nov. 12, 2024), <https://www.npr.org/2024/11/12/g-s1-33972/trump-elon-musk-vivek-ramaswamy-doge-government-efficiency-deep-state>.

¹⁰ David Ingram, *With Elon Musk watching, Trump says he’s giving DOGE even more power*, NBC News (Feb. 11, 2025), <https://www.nbcnews.com/politics/doge/elon-musk-trump-doge-executive-order-rcna191751>.

¹¹ The White House, *President Trump Addresses Joint Session of Congress, March 4, 2025*, YouTube, at 41:26 (Mar. 4, 2025), <https://www.youtube.com/watch?v=XkFKNkAEzQ8>.

¹² See Department of Government Efficiency (@DOGE), X, <https://x.com/DOGE/> at <https://x.com/DOGE/status/1886578681805504608>.

¹³ See Department of Government Efficiency, *Savings*, <https://doge.gov/savings> (last accessed July 3, 2025).

F. The Government Violated the Law When it Dismantled USAID

87. Beginning around January 24, 2025, DOGE and the Department of State (“State”) acted to dismantle USAID.

88. On January 24, 2025, Secretary Rubio issued a directive pausing “all new obligations of funding, pending a review, for foreign assistance programs funded by or through the [State] Department and USAID.” Ex. B at 14 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).

89. The same day, DOGE sought access to U.S. Department of the Treasury payment systems to freeze disbursements relating to USAID.¹⁴

90. During the week of January 27, 2025, DOGE members began sitting in on USAID staff meetings and asking “detailed questions during meetings about . . . [USAID] contractors[.]”¹⁵

91. DOGE also accessed USAID computer systems.¹⁶

92. Furthermore, DOGE removed leadership within USAID.¹⁷

¹⁴ Andrew Duehren et al., *Treasury Sought to Freeze Foreign Aid Payments, Emails Show*, N.Y. Times (Feb. 6, 2025), <https://www.nytimes.com/2025/02/06/us/politics/trump-musk-usaid.html>.

¹⁵ Jason Leopold et al., *Behind DOGE’s Standoff at USAID: Desk Searches and Elon Musk Calling*, Bloomberg News (Feb. 3, 2025), <https://www.bloomberg.com/news/articles/2025-02-03/behind-doge-s-standoff-at-usaid-desk-searches-and-elon-musk-calling>.

¹⁶ See, e.g., Andrew Roth, *DOGE v USAID: how Elon Musk helped his acolytes infiltrate world’s biggest aid agency*, The Guardian (Feb. 5, 2025), <https://www.theguardian.com/us-news/2025/feb/05/musk-doge-takeover-usaid>.

¹⁷ *Id.* (“[Musk and DOGE] demanded the suspensions of dozens of the agency’s leading officials, and cajoled and threatened senior USAid (sic) officials to give his acolytes private data and access to restricted areas.”); see also Margaret Brennan et al., *Two Top Security Officials at USAID Placed on Leave, Sources Say*, CBS News (Feb. 3, 2025), <https://www.cbsnews.com/news/usaid-dramatic-changes-security-officials-on-leave> (“USAID Director for Security John Vorhees and Deputy Director for Security Brian McGill were put on leave [February 1, 2025].”).

93. Peter Marocco became the Director of Foreign Assistance at State on January 20, 2025. On January 30, according to Mr. Marocco's affidavits in multiple cases, he began performing the duties and functions of the Deputy Administrator of USAID. Ex. B at 2 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).¹⁸ However, it is unclear on what date Mr. Marocco was formally delegated authority as Deputy Administrator of USAID. See Ex. S at 3-4 (Excerpt of Memo. Op., Case No. 8:25-cv-00462-TDC (D. Md. Aug. 13, 2025)) (noting that the record is unclear about the dates on which Mr. Marocco was formally delegated his authorities, despite Mr. Marocco's numerous affidavits in numerous cases). Upon information and belief, Mr. Marocco was not then, and had never been, a CO for any agency in the Government.

94. On or around February 1, the Government blocked USAID staff (and, relatedly, PSC contractors) from accessing their email accounts and took down USAID's main website.¹⁹

95. On February 2, without providing supporting facts for their decisions, the President and Mr. Musk announced that USAID would be shut down. For example, that day, Mr. Musk stated: "USAID was a viper's nest of radical-left marxists (sic) who hate America[.]"²⁰ And Mr. Musk announced "USAID is a criminal organization. Time for it to die."²¹

96. Later that day, Mr. Musk stated: "So to be clear, in shutting down, which we're in the process of doing, shutting down USAID, the reason for that, as opposed to simply trying to

¹⁸ Approximately a month and a half after taking the position, Mr. Marocco was succeeded by Jeremy Lewin on March 18 as the Deputy Administrator. Mr. Lewin had formerly been the DOGE Team Lead at USAID. Ex. C at 2 (Excerpt of Declaration of Jeremy Lewin, March 19, 2025).

¹⁹ See Rebecca Heilweil, *USAID website goes dark, staff emails deactivated amid DOGE takeover, source says*, FEDSCOOP (Feb. 2, 2025), <https://fedscoop.com/usaaid-website-goes-dark-staff-emails-deactivated-amid-doge-takeover-source-says>.

²⁰ Elon Musk (@elonmusk), X (Feb. 2, 2023, 12:04 PM), <https://x.com/elonmusk/status/1886098373251301427>.

²¹ Elon Musk (@elonmusk), X (Feb 2, 2025, 12:20 PM), <https://x.com/elonmusk/status/1886102414194835755>.

do some minor housecleaning, is that, as we dug into USAID, it became apparent that what we have here is not an apple with a worm in it, but we have actually just a ball of worms . . . If you've got an apple that's got a worm in it, maybe you can take the worm out, but if you've got actually just a ball of worms, it's hopeless. And USAID is a ball of worms. There is no apple. And when there is no apple, you've just got to basically get rid of the whole thing . . . That is why it's got to go, . . . it's beyond repair.”²²

97. The President echoed this sentiment, stating that USAID has “been run by a bunch of radical lunatics, and we’re getting them out, and then we’ll make a decision.”²³

98. On February 3, Mr. Musk, the White House, and Secretary Rubio publicly reiterated that they were shutting down USAID.²⁴

99. Mr. Musk stated that he had consulted with the President “[w]ith regards to the USAID stuff, I went over it with [the President] in detail and he agreed that we should shut it down.”²⁵ Mr. Musk stated that “We spent the weekend feeding USAID into the wood chipper (sic).”²⁶

²² Department of Government Efficiency (@DOGE), X, at 18:32 (Feb 3, 2025, 12:25 AM), <https://x.com/DOGE/status/1886284966855647234>; see also Michael R. Gordon et al., *Marco Rubio Wants USAID to Undergo Overhaul, Backs Off Sudden Shutdown*, The Wall Street Journal (Feb. 3, 2025), <https://www.wsj.com/politics/policy/trump-administration-shutters-usaid-headquarters-db3fac7e>.

²³ Jennifer Hansler et al., *Elon Musk said Donald Trump agreed USAID needs to be ‘shut down’*, CNN (Feb. 3, 2025), <https://www.cnn.com/2025/02/02/politics/usaid-officials-leave-musk-doge/index.html>.

²⁴ The same day the Government announced USAID would be shut down, Secretary Rubio was appointed as Acting Administrator for the USAID. See Press Release, U.S. Dep’t of State, *Secretary Marco Rubio Appointed as Acting Administrator for the United States Agency for International Development (USAID)* (Feb. 3, 2025), <https://www.state.gov/secretary-marco-rubio-appointed-as-acting-administrator-for-the-united-states-agency-for-international-development-usaid/>.

²⁵ See Hansler, *supra* note 23.

²⁶ Elon Musk (@elonmusk), X (Feb. 3, 2025, 1:54 AM ET), <https://x.com/elonmusk/status/1886307316804263979>.

100. The same day, the White House announced that USAID was “unaccountable to taxpayers as it funnels massive sums of money” to “entrenched bureaucrats” for “ridiculous and, in many cases, malicious pet projects [] with next-to-no oversight.” The White House listed purported examples of “WASTE and ABUSE” at USAID.²⁷

101. Secretary Rubio purported to justify the Government’s actions at USAID; he stated without providing supporting details that these actions were taken because of “rank insubordination.”²⁸

102. Weeks after the initial announcement, the Government continued to justify actions at USAID based on inconsistent, unsupported accusations such as “USAID is really corrupt. I’ll tell you. It’s corrupt. It’s incompetent.”²⁹ At no time did the Government seek—in any way—to identify which PSC contractors were “corrupt,” “incompetent,” or “insubordinate” nor did the Government provide support for these allegations.

103. At no point did Congress authorize anyone to dismantle USAID.³⁰ To the contrary, numerous members of Congress stated that the President, DOGE, and Secretary Rubio, *did not* have the authority to dismantle the independent agency:

- a. A January 31, 2025, letter from Sen. Shaheen, Sen. Schatz, Rep. Meeks, and Rep. Frankel to Mr. Jason Gray, the Acting Administrator of USAID, stated: “USAID is, by statute, an independent establishment outside of the

²⁷ White House Article, *At USAID, Waste and Abuse Runs Deep*, The White House (Feb. 3, 2025), <https://www.whitehouse.gov/articles/2025/02/at-usaid-waste-and-abuse-runs-deep/>.

²⁸ Ashleigh Fields, *Rubio accuses USAID of ‘rank insubordination’*, The Hill (Feb. 4, 2025), <https://thehill.com/policy/international/5124933-marco-rubio-usaid-overhaul-rank-insubordination/>.

²⁹ The White House, *President Trump Signs Executive Orders in the Oval Office, Feb. 11, 2025*, YouTube, at 28:33 (Feb. 12, 2025), <https://www.youtube.com/watch?v=L0f-ZAVOoPk>.

³⁰ *Does 1-26 v. Musk*, No. 25-1273, 2025 WL 1020995, at *7 (4th Cir. Mar. 28, 2025) (Gregory, J., concurring) (“But I write separately to make clear that my concurrence today should not be seen as an endorsement of the Executive’s likely unconstitutional actions in closing USAID, effectively dissolving a ‘creature[] of statute’ that can only be created or destroyed by Congress.”).

State Department. Any proposal to modify that structure would require an Act of Congress.”³¹

- b. A February 4, 2025, letter from 37 Senators to Secretary Rubio stated: “The Administration’s failure to consult with Congress prior to taking these steps [to dismantle USAID] violates the law[.]”³²
- c. Senator Collins stated: “The law is every (sic) specific and if there's going to be a reorganization of USAID then Congress has to be informed 15 days in advance and a detailed explanation of any changes has to be provided.” She further stated that she believed Sec. Rubio’s February 3 letter did not satisfy the requirements of the law.³³
- d. A February 7, 2025, letter from Ranking Member Connolly and Rep. Subramanyam to Secretary Rubio stated: “The Trump Administration is attempting to purge USAID with the intent to eliminate the agency without Congressional authorization.”³⁴
- e. A February 12, 2025, letter from Rep. Meeks to Secretary Rubio noted that the Administration began unlawfully dismantling USAID prior to consultation with Congress.³⁵
- f. A February 27, 2025, letter from Rep. Frankel, Rep. Meng, Rep. Torres, Rep. Quigley to Secretary Rubio stated that the termination of contracts

³¹ Hon. Jeanne Shaheen et al., *Ranking Members Shaheen, Schatz, Meeks, Frankel: We Cannot Afford to Take a Timeout from USAID Programs*, Jan. 31, 2025, https://www.foreign.senate.gov/imo/media/doc/shaheen_schatz_meeks_frankel_letter_to_usaid_acting_administrator.pdf.

³² Sen. Tim Kaine et al., *Kaine Leads 37 Senators in Raising Alarm Over Trump Administration Chaos at Critical National Security Agencies*, Feb. 4, 2025, <https://www.kaine.senate.gov/imo/media/doc/24251lettertorubioonusaaid.pdf>.

³³ Deirdre Walsh, *Republicans in Congress mostly shrug as Musk and DOGE set sights on spending*, NPR (February 5, 2025) <https://www.npr.org/2025/02/05/nx-s1-5286426/congress-republicans-musk-doge-usaid>.

³⁴ Rep. Gerald E. Connolly et al., *Ranking Members Connolly and Subramanyam Launch Probe into DOGE Efforts to Purge USAID and Freeze Foreign Aid*, Feb. 7, 2025, <https://oversightdemocrats.house.gov/sites/evo-subsites/democrats-oversight.house.gov/files/evo-media-document/2025-02-07.%20GEC%20Subramanyam%20Letter%20to%20Rubio%20on%20USAID%20and%20Aid%20Freeze.pdf>.

³⁵ Rep. Gregory W. Meeks, *Meeks Urges Secretary Rubio to Halt USAID Dismantlement, Demands Congressional Consultation in Line with U.S. Law*, Feb. 12, 2025, <https://democrats-foreignaffairs.house.gov/cache/files/e/2/e2f3c9ce-23f2-4757-8bdb-b6a46b20213a/8BD9154641F8F5CDA27E7A031D62C1780B29C437347AD05FAC021C7A77289CCF.20250211meeksrubio.pdf>.

(without prior consultation with Congress) did not constitute meaningful foreign aid reform or advance U.S. national interests.³⁶

G. The Government Improperly Terminated PSCs in Furtherance of the Unlawful Dismantling of USAID, Providing Only Pretextual Bases

104. The Government’s unlawful effort to dismantle USAID included the mass, indiscriminate termination of PSCs. *See* Ex. B at 6-7 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025) (explaining that the terminations were part of and justified by other actions all taken in conjunction with dismantling USAID); *see also* ECF 9 at 13 (“Ms. Danziger’s termination was the result of the reorganization of USAID”).

105. The efforts to dismantle USAID came directly from the President based on the President’s “dec[isi]on there is corruption and fraud at USAID[.]” This decision was not based on any specific factual findings. *See* Ex. T at 4-5 (Excerpt of Hearing re TRO Proceedings (Feb. 9, 2025)).³⁷

106. On February 2, the same day that Mr. Musk called USAID a “viper’s nest” and said it was “[t]ime for it to die,” USAID authorized terminations of most PSCs.

107. On February 2, Mr. Marocco approved the terminations of approximately 800 of the 1,200 PSCs. Mr. Marocco’s stated rationale for the terminations was that the PSCs

³⁶ Rep. Lois Frankel et al., *Democratic Members of National Security, Department of State, and Related Programs Appropriations Subcommittee Issue Letter to Secretary Rubio Following Massive USAID Cuts*, Feb. 27, 2025, https://frankel.house.gov/uploadedfiles/letter_to_secretary_rubio_on_foreign_assistance_review_and_terminations.pdf.

³⁷ During a February 9, 2025 hearing related to proceedings for a temporary restraining order, the Government asserted that it was seeking to immediately place more than 2,000 USAID employees on administrative leave because the “president has decided there is corruption and fraud at USAID.” *See* Ex. T at 4 (Excerpt of Hearing re TRO Proceedings (Feb. 9, 2025)). The Government could not provide any evidence supporting the President’s belief. The Government acknowledged that the President and Secretary Rubio approved this action and did not provide any reason for the mass action because “[t]here does not have to be one.” *Id.* at 6. Placing USAID employees on administrative leave and terminating PSCs were both part of the Government’s efforts to dismantle USAID.

purportedly “appear to be inconsistent with the mission of USAID and diverts resources away from helping people progress beyond the need for aid.” Ex. D at 4 (Government Exhibits for Terminations). Mr. Marocco stated that he approved the terminations of the nearly 800 PSCs “that are in high- and middle-income countries like the United States, Moldova and Thailand” because “USAID’s mandate is to assist primarily in low-income countries and these contracts appeared to be inconsistent with the mission of USAID.” Ex. E at 3 (Declaration of Peter Marocco, Feb. 24, 2025).

108. Mr. Marocco’s contemporaneous justification for terminating nearly 800 PSCs based on the physical location of PSC contractors reflected a fundamental misunderstanding of USAID operations. Although PSC contractors may be physically based in a variety of locations, they provide services to locations other than those in which they are physically located.

109. For example, Ms. Danziger was based in the United States but supported projects in countries like Syria and Ukraine. *See* ¶ 72 above.

110. Ms. Murphy was based in Budapest, which acted as a regional office, and Ms. Murphy supported projects in Yemen and Iraq. *See* ¶ 73 above.

111. Mr. Herzberg was based in Israel but supported work in Gaza and the West Bank. *See* ¶ 74 above.

112. Mr. Sklaw was based in the United States but supported work in Kazakhstan, Burma, Papua New Guinea, Sierra Leone, Nigeria, and Vietnam. *See* ¶ 75 above.

113. Many other PSC contractors, who were based in the United States or in a regional office located in Egypt; Budapest, Hungary; or Bangkok, Thailand, similarly supported projects in other countries like Yemen, Iraq, Lebanon, Somalia, Sudan, and Afghanistan, Burma or

regions experiencing conflict, like the West Bank, Gaza, and Nagorno-Karabakh. *See* ¶ 76 above.

114. Thus, Mr. Marocco justified the initial terminations without a connection to the basic facts of the PSC contractors' work.

115. To effectuate the mass terminations, COs were provided with spreadsheets identifying contracts (and grants and cooperative agreements) and directed to terminate the awards within short amounts of time.

116. For example, on February 6, 2025, USAID Industry Liaison, Matthew Johnson, directed numerous COs to immediately terminate hundreds of USAID awards.³⁸ *See* Ex. U at 4-5 (Email re Urgent Action: List of Awards to be Terminated (Feb. 7, 2025)).

117. In response, a CO asked why the COs were being directed to terminate the contracts and under what authority. *See id.* at 4.

118. Mr. Johnson stated that he understood "the DOGE team" ordered the terminations taking directions from "the White House, State Department, and Agency leadership." *Id.* at 3.

119. Subsequently, throughout February 2025, USAID COs received "tranches," i.e., spreadsheets listing awards, that the COs were instructed to terminate immediately, based purportedly on a review conducted by Secretary Rubio and "Agency leadership." *See* Ex. V at 3 (Email re Action Required Termination of Awards for Convenience (Feb. 9, 2025)).

³⁸ In a USAID memo dated July 28, 2025, titled "General Malfeasance by USAID and its Office of Acquisition and Assistance; and Non-Compliance with Laws, Court Orders, and USAID Regulations and Policies since January 24, 2025," the Director, Office of Acquisition and Assistance at USAID and CO, states that USAID contracting has been plagued with questionable and potentially unlawful orders, including terminations ordered by officials with no authority and terminations made on pretextual bases. *See* Ex. X (Public Citizen, Internal USAID Memo: General Malfeasance by USAID and its Office of Acquisition and Assistance (Jul. 28, 2025)). Attached are some of the documents referenced in the General Malfeasance Memo.

120. Indeed, when directing various COs to terminate thousands of awards under the “tranche” system, the Government justified these terminations based on the premise that Secretary Rubio and Mr. Marocco “personally” reviewed and approved thousands of awards for terminations. *See* Ex. W at 2 (Email re Follow-Up on [] Award Termination Announcements (Feb. 26, 2025)) (“These awards . . . were personally reviewed and approved for termination by Secretary Rubio and PTDO Deputy Administrator Marocco.”); *see* also Ex. Y at 2 (Email re (SUB) Tranche 6 & New Process for Award Terminations (Feb. 25, 2025)) (“Secretary Rubio has reviewed and approved a new tranche of awards to be terminated.”); Ex. Z at 3 (Email re For Official Use Only - A&A Award Review Tranche 5 (Feb. 23, 2025)) (“Additional tranches of awards are being reviewed by Secretary Rubio for alignment with Presidential priorities and national interest. . . . These awards were individually reviewed by Secretary Rubio and the USAID Front Office and were determined to be inconsistent with the national interest and Agency priorities.”).

121. According to the Government, Secretary Rubio personally and individually reviewed and approved the termination of approximately 5,800 USAID awards within a two-week period in February 2025. *See* Ex. AA at 4 (Excerpt of Gov. Statement in Joint Status Rep., Case. No. 1:25-cv-00402-AHA (Feb. 26, 2025)) (the Government asserted that under the tranche system, Secretary Rubio personally and individually approved terminations, within approximately two weeks, of 5,800 USAID awards and 4,100 State awards).

122. Accordingly, the COs did not exhibit any discretion, but were instead directed to terminate USAID awards *en masse* based on spreadsheets emailed to the COs.

123. Beginning on or about February 19, 2025, Plaintiffs began receiving the Termination Notices, which asserted that the PSCs were terminated “for Convenience of the

Government,” and “continu[ing the] contract[s]” were “no longer in the best interests of the United States Government[.]” *See, e.g.*, Ex. A (Termination Notice received by Ms. Danziger on February 19, 2025).

124. The Termination Notices are boilerplate letters based on templates. The only differences among these letters were their dates of issuance and the effective termination dates.

125. Certain later-issued Termination Notices included updated boilerplate language which stated that the termination was “necessary to restructure USAID’s operations to better reflect Agency priorities and the foreign policy priorities of the United States. This termination action does not reflect on your service, performance, or conduct. It is being taken solely for the reason stated.” *See* Ex. BB (Later Issued Termination Notice).

126. Many of these Termination Notices were not issued by the cognizant COs who were responsible for administering and had authority over the respective contracts.

127. Following the terminations, the Government provided a parade of post hoc, pretextual justifications.³⁹

128. For instance, Secretary Rubio claimed, “[t]he 5200 contracts that are now cancelled spent tens of billions of dollars in ways that did not serve, (and in some cases even harmed), the core national interests of the United States.”⁴⁰

129. The Government has not provided any support as to how the terminated PSC contractors “did not serve” or “harmed” national interests.

³⁹ Additionally, the Government has attempted *post hoc* procedural justifications. On February 3, 2025, following Mr. Marocco’s decision to terminate most PSCs, Secretary Rubio submitted a letter to Congress stating only that Mr. Marocco was “begin[ning] the process of engaging in a review of potential reorganization” of USAID. The letter fails to note that Mr. Marocco (and others) had already started dismantling and reorganizing USAID.

⁴⁰ Marco Rubio (@marcorubio), X (March 10, 2025, 4:55 AM), <https://x.com/marcorubio/status/1899021361797816325>.

130. Mr. Marocco also provided a list of post hoc, pretextual reasons in support of the terminations including purported noncompliance with foreign policy and national interests, a refusal by existing USAID personnel to freeze appropriated funds, and the inability of the remaining USAID officials to review programs. *See generally* Ex. B at 8-10 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).

131. The Government's terminations of the PSCs were improper and breached the PSCs because the terminations were based on an unlawful dismantling of USAID and emanated from an abuse of discretion and bad faith towards the Plaintiffs.

132. This Court, the Federal Circuit, and predecessor courts have long recognized that “[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach.”⁴¹

133. The Government's statements reflected that it acted with animus, motivated by malice, when it terminated the PSCs on the basis of repeated, unsupported assertions that USAID was, for example, a “criminal” organization, “corrupt,” wasting taxpayer dollars, and harming national interests. Based on the nature of the PSC contractors' work and the closeness in time of these Government statements to the terminations of Plaintiffs' contracts, these statements necessarily implicate the PSC contractors that supported USAID and its mission for many years.

134. The Government also abused its discretion when it terminated the PSCs. The COs and other Government personnel that signed the terminations exercised no discretion, the abdication of which weighs in favor of determining the Government abused its discretion.

⁴¹ *Krygoski Const. Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. 1996) (citing 50- and 60-year-old decisions for the proposition that terminations tainted by bad faith or abuse of discretion constitute a breach of contract).

135. The only contemporaneous justification for the terminations is a series of erroneous public statements exhibiting animus, and Mr. Marocco’s February 2 direction.

136. Mr. Marocco’s February 2 direction was an abuse of discretion because Mr. Marocco ignored, misstated, and/or failed to consider the basic nature of the work PSC contractors performed. For example, his direction appears to be based on the pretext that PSC contractors were performing work inconsistent with the mission of USAID, and that the location where PSC contractors were stationed represented where the PSC contractors provided aid. As noted above, this position is incorrect.

137. In addition, *post hoc* statements about PSC contractors failing to serve and/or harming national interests are inaccurate, unsupported, and similar to comments about USAID “criminal” activities, demonstrate the Government’s animus towards PSC contractors and its abuse of discretion.

H. The Rescissions Act of 2025 Highlights the Impropriety of the Government’s Terminations

138. On July 18, 2025, Congress enacted the Rescissions Act of 2025, which was signed by the President on July 24.⁴²

139. The Rescissions Act of 2025 rescinds funds Congress previously appropriated under Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, 138 Stat. 460 and Full-Year Continuing Appropriations Act, 2025, Pub. L. 119-4, 139 Stat. 9.

140. Congress cannot un-breach an already breached contract. Any *post hoc* actions by Congress, whether through passage of this law or any other law, do not justify or excuse the President’s and the administration’s antecedent violations of law and breaches of the PSCs.⁴³

⁴² Rescissions Act of 2025, Pub. L. 119-28.

⁴³ *Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994) (Retroactive effect is not available to “impair rights a party possessed when he acted, increase a party’s liability for past conduct, or

141. Additionally, the Rescissions Act of 2025 does not remedy the PSC contractors' injuries caused by the Government's breach.⁴⁴

CLAIMS FOR RELIEF

COUNT I

THE GOVERNMENT'S TERMINATIONS WERE IMPROPER AND CONSTITUTE BREACHES OF CONTRACT

142. Paragraphs 1 through 141 of this Complaint are incorporated into this paragraph as if fully set forth herein.

143. The Government breached the contracts by terminating the contracts in abuse of discretion and bad faith through an unlawful dismantling of a Congressionally-established independent agency, creating pretextual and unsupported reasons for the terminations, and exhibiting animus and malice toward the PSC contractors that served USAID.

144. Accordingly, the Government improperly terminated Plaintiffs' contracts. The Government's actions constitute breaches of the PSCs.

145. As a result of the Government's breaches of the PSCs, Plaintiffs are entitled to damages in the form of termination costs as well as lost compensation for the remainder of the contract period.

impose new duties with respect to transactions already completed. If the statute would operate retroactively, our traditional presumption teaches that it does not govern absent clear congressional intent favoring such a result.”).

⁴⁴ In any event, “[a]lthough a termination for convenience generally does not entitle a contractor to anticipatory profits, a termination for convenience ‘tainted by bad faith or an abuse of contracting discretion,’ *Krygoski Constr. Co. v. United States*, 94 F.3d at 1541, which amounts to a breach of contract, may entitle a plaintiff to expectancy damages. *Id.* at 1545.” *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 390 (2013).

COUNT II

THE GOVERNMENT’S TERMINATIONS FOR CONVENIENCE ENTITLE PLAINTIFFS TO TERMINATION COSTS, WHICH THE GOVERNMENT FAILED TO PAY IN VIOLATION OF ITS CONTRACTUAL AND REGULATORY OBLIGATIONS

146. Paragraphs 1 through 145 of this Complaint are incorporated into this paragraph as if fully set forth herein.

147. Pursuant to the terms of the PSCs and FAR Part 52, the Government’s terminations of the PSCs for convenience entitle Plaintiffs to various termination costs including unused leave costs, relocation costs, travel allowances, material/equipment costs, and other outstanding reimbursements.

148. Plaintiffs are entitled to all termination costs even if the Government’s terminations did not constitute a breach of contract.

PRAYER FOR RELIEF

For the foregoing reasons, Plaintiffs respectfully request that the court:

1. ENTER a preliminary order (a) CERTIFYING a class consisting of all PSC contractors, performing work for USAID, whose contracts were terminated by USAID via a Termination letter issued between February 12, 2025, and April 24, 2025, and who filed certified claims which were not granted, and (b) AWARDING breach damages to all class members to compensate for all damages related to the unlawful terminations of their contracts with USAID including both lost compensation as well as all termination costs; and
2. PROVIDE such additional relief, on an interim basis or otherwise, as may be appropriate to protect Plaintiffs’ rights under their contracts with USAID.
3. IN THE ALTERNATIVE, should the court find that the terminations of these contracts were not unlawful, a preliminary order (a) CERTIFYING a class consisting

of all PSC contractors, performing work for USAID, whose contracts were terminated by USAID via the Termination letter issued between February 12, 2025, and April 24, 2025, and (b) AWARDING damages to all class members to compensate them for all termination costs owed to them under their contracts.

Dated: November 18, 2025

Respectfully Submitted,

/s/Stephen J. McBrady

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TABLE OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
A	Ms. Danziger's Termination Notice, dated Feb. 19, 2025
B	Excerpt of Declaration of Peter Marocco, dated Feb. 22, 2025
C	Excerpt of Declaration of Jeremy Lewin, dated Mar. 19, 2025
D	Excerpt of Government Exhibits for Terminations
E	Declaration of Peter Marocco, dated Feb. 24, 2025
F	Ms. Danziger's Certified Claim
G	Ms. Murphy's Termination Notice
H	Ms. Murphy's Certified Claim
I	Mr. Herzberg's Termination Notice
J	Mr. Herzberg's Certified Claim
K	Mr. Sklaw's Termination Notice
L	Mr. Sklaw's Certified Claim
M	Ms. Danziger's USAID Contract
N	Ms. Murphy's USAID Contract
O	Mr. Herzberg's USAID Contract
P	Mr. Sklaw's USAID Contract
Q	Ms. Danzinger's Termination Extension
R	Ms. Murphy's Termination Extension
S	Excerpt of Memo. Op., Case No. 8_25-cv-00462-TDC (D. Md. Aug. 13, 2025)
T	Excerpt of Hearing re TRO Proceedings, Feb. 9, 2025
U	Email re Urgent Action List of Awards to be Terminated, Feb. 7, 2025
V	Email re Action Required Termination of Awards for Convenience, Feb. 9, 2025
W	Email re Follow-Up on [] Award Termination Announcements, Feb. 26, 2025
X	Public Citizen, Internal USAID Memo_ General Malfeasance by USAID and its Office of Acquisition and Assistance, Jul. 28, 2025
Y	Email re (SUB) Tranche 6 & New Process for Award Terminations, Feb. 25, 2025
Z	Email re For Official Use Only - A&A Award Review Tranche 5, Feb. 23, 2025
AA	Excerpt of Gov. Statement in Joint Status Rep., Case. No. 1_25-cv-00402-AHA (Feb. 26, 2025)
BB	Later Issued Termination Notice

CERTIFICATE OF SERVICE

I certify that on November 18, 2025, a copy of the foregoing amended complaint was filed electronically using the Court's Electronic Case Filing ("ECF") system. I understand that notice of this filing will be served on Defendant's Counsel via the Court's ECF system.

/s/Stephen J. McBrady

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

ANDREA DANZIGER, DEBORAH MURPHY, MARK HERZBERG, KENNETH SKLAW, individually, and on behalf of ~~herself~~ and all others similarly situated,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

Case No. 25-1241
(Judge Tapp)

AMENDED CLASS ACTION COMPLAINT

Plaintiff Stephen J. McBrady

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Dated: November 18, 2025

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Plaintiffs Andrea Danziger (~~the “Named Plaintiff, Deborah Murphy, Mark Herzberg, and Kenneth Sklaw (together, the “Named Plaintiffs”)~~), by and through undersigned counsel, individually and on behalf of all others similarly situated (with the Named ~~Plaintiff~~Plaintiffs, the “Plaintiffs”), ~~alleges~~allege as follows:

NATURE OF THE ACTION

The United States Government procures goods and services from companies and individuals through government contracts. The Government enjoys certain latitude and discretion in administering its contracts, including the ability to terminate contracts for convenience in the best interest of the Government. But the Government cannot abuse that discretion nor act in bad faith. When the Government terminates contractors through ~~illegal~~unlawful acts or offers pretextual justifications for a termination not supported by facts, the Government abuses its discretion and acts in bad faith.

Named ~~Plaintiff was a~~Plaintiffs were Personal Services ~~Contractor~~Contractors (“PSC ~~contractor~~contractors”)¹ for the United States Agency for International Development (“USAID”), which was created in 1961 and responsible for administering civilian foreign aid and development assistance. Through PSCs, USAID could contract with—rather than directly hire—individuals, who agreed to provide services to USAID. Thus, ~~beginning in 2021,~~ USAID contracted with Named ~~Plaintiff~~Plaintiffs to provide functions like Humanitarian Assistance Officer ~~functions to and Technical Program Officer supporting overseas countries. In November~~work. Between 2022 and 2023, USAID signed ~~a five~~contracts with 5-year ~~contract~~periods of performance with Named ~~Plaintiff. Plaintiffs. The~~ Named ~~Plaintiff’s contract~~

¹ Throughout this Complaint, “PSC” refers to Personal Services Contracts, and “PSC contractor” refers to the contractor performing the PSC.

~~was one~~ Plaintiffs' contracts are examples of hundreds of similar contracts that USAID entered with various individuals.

In early 2025, the Government attacked USAID and PSC contractors like Named ~~Plaintiff~~ Plaintiffs. Through a farrago of pretextual terminations, top Government officials moved to dismantle the agency and terminate USAID ~~PSC contractors~~ PSCs. Specifically, on February 2, 2025, Elon Musk, head of the newly-formed² Department of Government Efficiency (~~“DOGE”~~),³ wrote on X, formerly known as Twitter: “USAID is a criminal organization. Time for it to die.” That same day, the Deputy Administrator of USAID (appointed to the position three days earlier) approved the terminations of hundreds of ~~PSC contractors~~ PSCs. Within ~~days~~ weeks, the Government began issuing boilerplate-terminations of USAID’s ~~PSC contractors~~ including PSCs. Named ~~Plaintiff, who~~ Plaintiffs each received a “Letter of Termination for Convenience” (hereinafter the “Termination Notice”) on February 19, 2025-, March 3, 2025, or April 3, 2025, respectively. Between approximately February 12, 2025, and April 24, 2025, USAID terminated hundreds of similarly-situated ~~PSC contractors~~ PSCs through similar boilerplate termination letters.

These “termination”² notices did not reflect any exercise of discretion by the cognizant contracting officers (“COs”), as required by contract and regulation. In fact, many of these terminations were not even signed by the COs.

Although the Government may terminate contracts for convenience, that contractual right is limited. The Government cannot terminate contracts for convenience in bad faith or by abusing its discretion. The mass termination of PSC contractors—including Named

² ~~DOGE is not a formal cabinet-level department, which requires an act of Congress.~~

³ DOGE is not a formal cabinet-level department, which requires an act of Congress.

~~Plaintiff~~Plaintiffs and those similarly situated—was unlawful, an abuse of discretion, and conducted in bad faith. The Government’s actions here breached hundreds of contracts, entitling improperly terminated PSC contractors to damages above and beyond the compensation typically due under a legitimate termination for convenience. Collectively, these damages include at least: (1) lost compensation, and (2) termination costs.

Accordingly, Named ~~Plaintiff, along with other~~ Plaintiffs, submitted certified claims to the cognizant USAID COs seeking damages for the Government’s breaches. ~~Named Plaintiff submitted her certified claim on April 15, 2025.~~ As of the date of this filing, ~~no~~the Government employee has ~~provided any substantive response to Named Plaintiff’s claim.~~ denied their claims as deemed denials.

Named ~~Plaintiff~~Plaintiffs, on behalf of ~~herself~~themselves and the impacted PSC contractors, hereby ~~seeks~~seek compensation under the Contract Disputes Act for the Government’s breaches.

JURISDICTION

1. Plaintiffs are PSC contractors who received Termination Notices from USAID. The Tucker Act, 28 U.S.C. § 1491 ~~(2009)~~₅₂ and the Contracts Disputes Act, 41 U.S.C. §§ 7101-7109₅₂ confer jurisdiction to this Court over the actions described in this pleading. Per the requirements of the Contract Disputes Act, Plaintiffs have filed certified claims with USAID COs, ~~per the Contract Disputes Act’s requirements~~, and the Government has not granted those claims. Plaintiffs therefore have not received appropriate and proper compensation sought in the certified claims and hereby appeal the Government’s decisions.

2. Named Plaintiff Ms. Danziger received a Termination Notice on February 19, 2025, and filed a certified claim on April 15, 2025, challenging the termination and seeking damages. See Ex. A (Ms. Danziger’s Termination Notice); see also, Ex. F (Ms. Danziger’s

Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim~~;~~. The CO's failure to issue a Contracting Officer's Final Decision ("COFD") is~~;~~ thus~~;~~ deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5)~~);~~.

3. Ms. Murphy received a Termination Notice on March 3, 2025, and filed a certified claim on June 16, 2025, challenging the termination and seeking damages. See Ex. G (Ms. Murphy's Termination Notice); see also Ex. H (Ms. Murphy's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

4. Mr. Herzberg received a Termination Notice on April 3, 2025, and filed a certified claim around August 12, 2025, challenging the termination and seeking damages. See Ex. I (Mr. Herzberg's Termination Notice); see also Ex. J (Mr. Herzberg's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

5. Mr. Sklaw received a Termination Notice on February 19, 2025, and filed a certified claim on September 15, 2025, challenging the termination and seeking damages. See Ex. K (Mr. Sklaw's Termination Notice); see also Ex. L (Mr. Sklaw's Certified Claim). More than sixty (60) days have passed since the CO's receipt of the certified claim. The CO's failure to issue a COFD is thus deemed to be a denial of the claim. 41 U.S.C. § 7103(f)(5).

2.6. Each of Named Plaintiffs' claims have been denied by the Government. Therefore, this Court ~~therefore~~ has jurisdiction pursuant to 41 U.S.C. §§ 7101-7109. ~~Named Plaintiff files. The Named Plaintiffs file~~ this Complaint pursuant to 41 U.S.C. § 7104(b)) (2011).

PARTIES

3.7. ANDREA DANZIGER is a United States Citizen, a resident of Mason, Ohio, and a former PSC contractor ~~who had contracted with USAID since 2021.~~ Her latest Contract, No.

720BHA24S00007, was awarded ~~on~~around November ~~19~~16, 2023, and terminated effective April 20, 2025.

8. DEBORAH MURPHY is a United States Citizen, a resident of Hudson, NY, and a former PSC contractor. Her Contract, No. 720BHA24S00014, was awarded around November 28, 2024, and terminated effective April 17, 2025.

9. MARK HERZBERG is a dual citizen of the United States and Israel, a resident of Israel, and a former PSC contractor. His Contract, No. 72029422S00001, was awarded on June 22, 2022, and terminated effective September 2, 2025.

10. KENNETH SKLAW is a United States Citizen, a resident of Vermont, and a former PSC contractor. His Contract, No. 7200AA22S00013, was awarded on August 24, 2022, and terminated effective March 6, 2025.

4.11. At all times relevant to Plaintiffs' claims, the Defendant, the UNITED STATES OF AMERICA, was acting through the following individuals and entities:

- a. Donald Trump, President of the United States;
- b. Marco Rubio, Secretary of the Department of State;
- c. Elon Musk, Special Government Employee of DOGE;
- d. DOGE;
- e. The United States Department of State;
- f. USAID;
- g. Peter Marocco, Deputy Administrator of USAID; and
- h. Jeremy Lewin, Deputy Administrator of USAID.

CLASS ACTION DEFINITION AND ALLEGATIONS

5.12. This action for monetary damages is brought by Named ~~Plaintiff~~Plaintiffs as a class action in accordance with the provisions of the Rules of the Court of Federal Claims

(“RCFC”) 23(a) and 23(b) ~~on her~~ on their own behalf and on behalf of the following class of all other similarly situated PSC contractors performing work for USAID, defined as follows:

All personal services contractors, performing work for USAID, whose contracts were terminated by USAID via Termination Notices issued approximately between February 12, 2025, and April 24, 2025.

6.13. The membership of the class is so numerous that joinder of all members is impractical. Between approximately February 12, 2025, and April 24, 2025, USAID issued Termination Notices to hundreds of PSC contractors. These notices state that the contracts were terminated “for Convenience of the Government” because the contracts were “no longer in the best interests of the United States Government to continue.”⁴ See e.g., Exhibit Exs. A-(, G, I, and K (Named Plaintiffs’ Termination Notice Notices).

7.14. There are questions of law and fact in the action common to the class, including: (a) whether the Government improperly terminated Plaintiffs’ contracts by abusing its discretion, *i.e.*, in furtherance of dismantling USAID in violation of law; (b) whether the Government improperly terminated Plaintiffs’ contracts by abusing its discretion and terminating the contracts on the basis of pretextual reason and/or in bad faith; and (c) notwithstanding the improper terminations of Plaintiffs’ contracts, whether Plaintiffs are entitled to certain termination costs. The relief sought is common to the entire class. The prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications.

8.15. The ~~claim~~ claims of the Named ~~Plaintiff~~ Plaintiffs, who ~~is a representative of~~ represent the class, ~~is~~ are typical of the claims of the class in that all members of the class, including the Named ~~Plaintiff~~ Plaintiffs, (1) performed services as PSC contractors for USAID, (2) received Termination Notices issued between approximately February 12, 2025, and April 24,

⁴ ~~See Exhibit A (Termination Notice).~~

2025, (3) had their USAID contract terminated as part of the Government's rushed effort to ~~illegally~~unlawfully dismantle USAID and without the proper exercise of discretion required for a proper termination, and (4) ~~is~~are due compensation.

9.16. The Named ~~Plaintiff is a~~Plaintiffs are representative ~~party for of~~ all Plaintiffs and will fairly and adequately protect the interests of the class. The Named ~~Plaintiff is~~Plaintiffs are not subject to any unique defenses with respect to the claims raised in this action, and there ~~is~~are no ~~conflict~~conflicts between the Named ~~Plaintiff~~Plaintiffs and other class member Plaintiffs with respect to this action or with respect to the claims for relief. The Named ~~Plaintiff~~intendsPlaintiffs intend to prosecute this action vigorously to secure remedies for the entire class.

10.17. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Treatment as a class action will permit many similarly -situated PSC contractors to adjudicate their common claims in a single forum simultaneously, efficiently, and without the duplication of effort and expense that would result from repetitive litigation or numerous, separate individual actions. Class treatment will also permit the adjudication of claims by many class members who otherwise could not afford to litigate the alleged claims, in part because they have been improperly terminated by Defendant's conduct. This class action presents no difficulties of management that would preclude its maintenance.

11.18. Defendant has at all times acted in a manner that has treated all class members similarly, by abusing its discretion or acting in bad faith when terminating each of Plaintiffs' contracts and failing to pay each of them the compensation owed, thereby making appropriate final relief with respect to the class as whole.

12.19. The attorneys for Plaintiffs have decades of experience at the U.S. Court of Federal Claims and are experienced and capable in class action litigation, as well as Contract

Disputes Act and Tucker Act claims. Attorneys for Plaintiffs have successfully represented claimants in other litigation of this nature.

STATEMENT OF FACTS

A. The Named Plaintiff's Contract~~Plaintiffs' Contracts~~

~~2. On November 19, 2023, the Government awarded Contract No. 720BHA24S00007 for Named Plaintiff to perform certain Humanitarian Assistance Officer functions from November 19, 2023, through November 18, 2028.~~

20. Like all other contracts held by Plaintiffs, Each of the Named Plaintiffs was a PSC contractor contracted to work for USAID.

13.21. Each of the Named Plaintiff's Contract~~Plaintiffs' contracts~~ contained identical Termination for Convenience ~~provision~~provisions that stated:

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

See Ex. M at 42, § C(16), Termination (Ms. Danziger's USAID Contract); Ex. N at 39, § C(16), Termination (Ms. Murphy's USAID Contract); Ex. O at 30, § C(15), Termination (Mr. Herzberg's USAID Contract); Ex. P at 40, § C(16), Termination (Mr. Sklaw's USAID Contract).

14.22. When terminated for convenience, PSC contractors are generally entitled to certain termination costs and other reimbursements including, but not limited to, unused leave costs, relocation costs, travel allowances, material/equipment costs, and other outstanding reimbursements.

23. Each of the Named Plaintiffs received Termination Notices stating that their contracts were terminated “for Convenience of the Government,” as it was “no longer in the in the best interests of the United States Government to continue” with the contracts. See Exs. A, G, I, and K (Named Plaintiffs’ Termination Notices).

24. Each of the Named Plaintiffs submitted certified claims that the Government denied.

Andrea Danziger

25. Around November 16, 2023, the Government awarded Contract No. 720BHA24S00007 to Ms. Danziger to perform certain Humanitarian Assistance Officer functions for USAID’s Bureau for Humanitarian Assistance (“BHA”) from November 19, 2023, through November 18, 2028. Ex. M (Ms. Danziger’s USAID Contract).

26. Like all other contracts held by Plaintiffs, Ms. Danziger’s contract contained the same Termination for Convenience provision as described in ¶ 21 above.

~~15-27.~~ On February 19, 2025, the Government issued a Termination Notice, through ~~Patricia Steckler, Acting Branch Chief~~ Ousay Wahaj, Supervisory Contracting Officer, notifying ~~Named Plaintiff~~ Ms. Danziger that the Contract was terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” See Ex. A (Ms. Danziger’s Termination Notice). Notably, the email correspondence containing the Termination Notice was sent to internal USAID recipients, with ~~Named Plaintiff~~ Ms. Danziger copied only in the bcc-line. Neither the email nor the Termination Notice identified ~~Named Plaintiff~~ Ms. Danziger or her contract number.

~~16-28.~~ The Termination Notice further instructed that the termination would be effective on the same day, and that ~~Named Plaintiff’s~~ Ms. Danziger’s last day of “employment” would be March 6, 2025. Id.

~~17.29.~~ On February 25, 2025, ~~Named Plaintiff~~ Ms. Danziger acknowledged receipt of the Termination Notice via email to Patricia Steckler. In this email, ~~Named Plaintiff~~ Ms. Danziger also (1) requested additional information, (2) raised procedural concerns, particularly the lack of any basis for the termination decision, and (3) requested outstanding compensation and reimbursements. The email further requested an extension of the termination date to use accrued leave. The Government never responded to this email.

~~18.30.~~ On March 6, 2025, ~~Named Plaintiff~~ Ms. Danziger received a “Rescission of Termination Notice for ~~your~~[her] BHA Personal Services Contract,” which revised the termination date to April 20, 2025. Ex. Q (Ms. Danziger’s Termination Extension).

~~19.31.~~ On April 15, 2025, ~~Named Plaintiff~~ Ms. Danziger submitted her certified claim, claiming lost compensation as well as various termination costs including unused leave, relocation, and other costs.⁵ See Ex. F (Ms. Danziger’s Certified Claim).

~~20.32.~~ On June 5, 2025, ~~Named Plaintiff~~ Ms. Danziger received a lump sum payment reflecting only her annual-leave costs. ~~Named Plaintiff~~ Ms. Danziger also received payment of her outstanding Standard Form ~~(“(SF”))~~ 1034, the Public Voucher for Purchases and Services Other Than Personal, that was pending at the time of termination.

~~21.33.~~ To date, ~~Named Plaintiff~~ Ms. Danziger has not received a COFD regarding her certified claim.

Deborah Murphy

34. Around November 28, 2023, the Government awarded Contract No. 720BHA24S00014 to Ms. Murphy for her to perform certain Senior Regional Humanitarian

⁵ ~~Exhibit B (Certified Claim).~~

Program Officer functions for USAID’s BHA from December 31, 2023 through December 30, 2028. See Ex. N (Ms. Murphy’s USAID Contract).

35. Like all other contracts held by Plaintiffs, Ms. Murphy’s Contract contained the same Termination for Convenience provision described in ¶ 21 above. Id.

36. On March 3, 2025, the Government issued a Termination Notice, through Acting Branch Chief Steckler, notifying Ms. Murphy that the Contract was terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” See Ex. G (Ms. Murphy’s Termination Notice).

37. The Termination Notice further instructed that the termination would be effective 15 days from the date of the Notice, and that Ms. Murphy’s last day of “employment” would be March 18, 2025. Id.

38. On March 7, 2025, Ms. Murphy received an email regarding “Revision of Termination Notice for [her] BHA Personal Service Contract,” from Acting Branch Chief Steckler, revising the termination date to April 17, 2025. Ex. R (Ms. Murphy’s Termination Extension)

39. On June 16, 2025, Ms. Murphy submitted her certified claim, claiming lost compensation as well as various termination costs including unused leave. See Ex. H (Ms. Murphy’s Certified Claim).

40. Ms. Murphy has since received a lump sum payment reflecting only her annual-leave costs.

41. To date, Ms. Murphy has not received a COFD regarding her certified claim.

Mark Herzberg

42. On June 22, 2022, the Government awarded Contract No. 72029422S00001 to Mr. Herzberg for him to perform certain functions as a Deputy Executive Officer in USAID’s

Executive Office at USAID West Bank and Gaza in Jerusalem from June 24, 2022 through June 23, 2027. See Ex. O (Mr. Herzberg’s USAID Contract).

43. Like all other contracts held by Plaintiffs, Mr. Herzberg’s Contract contained the same Termination for Convenience provision described in ¶ 21 above. Id.

44. On April 3, 2025, the Government issued a Termination Notice, through Contracting/Executive Officer Patricia Audrey Steckler, notifying Mr. Herzberg that the Contract was terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” See Ex. I (Mr. Herzberg’s Termination Notice).

45. The Termination Notice further instructed that the termination would be effective and that Mr. Herzberg’s last day of “employment” would be September 2, 2025. Id.

46. On August 8, 2025, Mr. Herzberg submitted his certified claim, claiming lost compensation as well as various termination costs including unused leave. See Ex. J (Mr. Herzberg’s Certified Claim).

47. On October 8, 2025, Mr. Herzberg received a lump sum payment reflecting only his annual-leave costs.

48. To date, Mr. Herzberg has not received a COFD regarding his certified claim.

Kenneth Sklaw

49. On August 24, 2022, the Government awarded Contract No. 7200AA22S00013 to Mr. Sklaw for him to perform certain functions as Global Health (Rover IV) Health Development Specialist in the Bureau for Global Health’s Office of Country Support from August 29, 2022 through August 28, 2027. See Ex. P (Mr. Sklaw’s USAID Contract).

50. Like all other contracts held by Plaintiffs, Mr. Sklaw’s Contract contained the same Termination for Convenience provision described in ¶ 21 above. Id.

51. On February 19, 2025, the Government issued a Termination Notice, through Contracting Officer Joseph Hamilton, notifying Mr. Sklaw that the Contract was terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” See Ex. K (Mr. Sklaw’s Termination Notice).

52. The Termination Notice further instructed that the termination would be effective 15 days from the date of the Notice, and that Mr. Sklaw’s last day of “employment” would be March 6, 2025. *Id.*

53. On September 15, 2025, Mr. Sklaw submitted his certified claim, claiming lost compensation as well as unused leave. See Ex. L (Mr. Sklaw’s Certified Claim).

54. On May 29, 2025, Mr. Sklaw received a lump sum payment reflecting only his annual-leave costs.

55. To date, Mr. Sklaw has not received a COFD regarding his certified claim.

B. Congress Established USAID as an Independent Agency

22:56. USAID was created by Executive Order in 1961. Exec. Order No. 10,973, 26 Fed. Reg. 10,469, § 102 (Nov. 7, 1961~~);~~).

23:57. Congress established USAID by statute through the Foreign Assistance Act of 1961 (FAA, Pub. L. ~~87-195~~:87-195).

24:58. In 1998, pursuant to section 1413 of the Foreign Affairs Reform Restructuring Act of 1998 (Pub. L. 105-277, Div. G~~)~~) (“FARRA”), Congress categorized USAID as an “independent establishment,” 5 U.S.C. § 104~~52~~, outside of the State Department. 22 U.S.C. § 6563 (“Unless abolished pursuant to the reorganization plan submitted under section 6601 of this title, and except as provided in section 6562 of this title, there is within the Executive branch of Government the United States Agency for International Development as an entity described in section 104 of Title 5”).

25.59. As an independent agency, USAID has been “the principal U.S. agency responsible for extending development assistance to countries around the world.”⁶

C. Congress did not Authorize the Dismantling of USAID

26.60. The Constitution vests in Congress the power to create, define, and fund administrative agencies. U.S. Const. art. ~~I, § 1, I, § 1~~, § 1.⁷

27.61. Only Congress may authorize the President to reorganize, abolish, or dissolve administrative agencies. *Id.*

28.62. Historically, when the President has reorganized, abolished, or dismantled administrative agencies, Congress has authorized the President to take such actions.⁸

29.63. Since the enactment of FARRA in 1998, Congress has not statutorily authorized the President to reorganize, reconstitute, consolidate, or dismantle USAID.⁹ Indeed, Congress recently and repeatedly reaffirmed, through appropriations, that USAID is an independent agency and that its status cannot lawfully be changed without appropriate congressional action. *See, e.g.*, Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, 138 Stat. ~~460, § 7603~~460, § 7603 (prohibiting appropriated funds for USAID from being used “to implement a reorganization, redesign, or other plan . . . without prior consultation” by the agency head “with

⁶ Off. of Inspector Gen., USAID, *OIG Oversight: USAID Overview*, <https://oig.usaid.gov/USAID#:~:text=Established%20through%20the%20Foreign%20Assistance,to%20countries%20around%20the%20world> (last accessed July ~~28~~3, 2025).

⁷ *See also Nat’l Fed’n of Indep. Bus. v. Dep’t of Lab., OSHA*, 595 U.S. 109, 117 (2022) (“Administrative agencies are creatures of statute.”).

⁸ *See Trump v. Am. Fed’n of Gov’t Emps.*, No. 24A1174, 2025 WL 1873449, at *2-4 (U.S. July 8, 2025) (Jackson, J., dissenting) (detailing a century of Congressional consideration or grants of requests from the President to reorganize, abolish, or dismantle administrative agencies).

⁹ FARRA provided a 60-day period for the President to submit a reorganization plan and report to Congress. 22 U.S.C. § 6601(a)-(d). The President did not abolish USAID within the 60-day period. Reorganization Plan and Report Submitted by President Clinton to the Congress on December 30, 1998, Pursuant to Section 1601 of the FARRA~~,2~~, as contained in Pub. L. 105-277, 112 Stat. 2681 (1998).

the appropriate congressional committees,” that such funds shall be subject to the regular notification procedures of the Committees on Appropriations,” and that any such notification must “include a detailed justification for the proposed action”); Consolidated Appropriations Act, 2023, Pub. L. 117-328, 136 Stat. 4459, § 7063 (same); Consolidated Appropriations Act, 2022, Pub. L. 117-103, 136 Stat. ~~49,49~~, § 7063 (same); Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat. ~~1182,1182~~, § 7062 (same); Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, 133 Stat. ~~2534,2534~~, § 7062 (same); Consolidated Appropriations Act, 2019, Pub. L. 116-6, 133 Stat. ~~13,13~~, § 7073 (same).

~~30-64.~~ Although proposals have been made to abolish USAID, Congress has failed to enact these proposals. *See, e.g.*, H.R. 5108~~2~~, 118th Cong. (2023) (introduced Aug. 1, 2023) (proposed, unenacted bill “[t]o abolish the United States Agency for International Development”).

~~31-65.~~ Presently, Congress has not authorized the President to reorganize, abolish, or dismantle USAID.

D. USAID ~~Personal Services~~PSC Contractors

~~32-66.~~ USAID contracts with U.S. citizens—through PSCs—to perform governmental functions, a status recognized by the Federal Acquisition Regulation (“FAR”) and other sources. 48 C.F.R. § 37.104 (2010).

~~33-67.~~ Until the mass, indiscriminate terminations at issue here, USAID contracted with more than one thousand PSCs, many of whom were stationed overseas. These PSC contractors performed vital functions.

~~34-68.~~ USAID’s stated mission is to “promote and demonstrate democratic values abroad, and advance a free, peaceful, and prosperous world,” and specifically to lead “international development and disaster assistance through partnerships and investments that

save lives, reduce poverty, strengthen democratic governance, and help people emerge from humanitarian crises and progress beyond assistance.”¹⁰ In furtherance of these Governmental objectives, USAID PSC contractors provided essential services to various countries.

~~35-69.~~ PSC contractors made up a bulk of the staff in USAID’s ~~Bureau for Humanitarian Assistance (“BHA”)~~.¹¹ BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance in two general areas: (1) Humanitarian Response during emergencies—*i.e.*, needs-based humanitarian assistance provided to save lives directed toward the most vulnerable populations, and (2) after emergencies, Early Recovery, Risk Reduction, and Resilience activities to address long-term recovery.

~~36-70.~~ PSC contractors were generally placed within one of BHA’s seven offices (geographical or ~~supportfunctional/technical~~ offices) : (1) the Office of Africa; (2) the Office of Asia, Latin America, and the Caribbean; (3) the Office of the Middle East, North Africa, and Europe; (4) the Office of Field and Response Operations; ~~(“FARO”)~~; (5) the Office of Technical and Program Quality; ~~(“TPQ”)~~; (6) the Office of Global Policy, Partnership, Program, and Communications; ~~(“G3PC”)~~; or (7) the Office of Humanitarian Business and Management Operations. ~~(“HBMO”)~~.

¹⁰ Department of State and USAID, *USAID’s Mission*, [https://trumpadministration.archives.performance.gov/state/#:~:text=USAID's%20Mission,%2C%20peaceful%2C%20and%20prosperous%20world.\(last%20accessed%20October%2019,%202025\).](https://trumpadministration.archives.performance.gov/state/#:~:text=USAID's%20Mission,%2C%20peaceful%2C%20and%20prosperous%20world.(last%20accessed%20October%2019,%202025).)

¹¹ USAID Office of Inspector General Advisory Notice highlights the risks and disruptions to the delivery of humanitarian aid resulting from USAID’s personnel actions to remove (temporarily or permanently) approximately 90 percent of BHA’s workforce. Off. of Inspector Gen., USAID, *Oversight of USAID-Funded Humanitarian Assistance Programming Impacted by Staffing Reductions and Pause on Foreign Assistance* (Feb. 10, 2025), <https://oig.usaid.gov/sites/default/files/2025-02/USAID%20OIG%20-%20Oversight%20of%20USAID-Funded%20Humanitarian%20Assistance%20Programming%20021025.pdf>.

71. Although PSC contractors could be based in ~~any of these three~~ various geographic offices, if based in the United States locations, PSC contractors ~~were periodically sent~~ supported projects in and traveled to ~~countries~~ locations outside of the places in ~~need of assistance.~~ which they were based.

37.72. For example, ~~to help the BHA with its mission, United States-based PSC contractors were sent to Egypt, El Salvador, Haiti, Honduras, Kenya, Indonesia, Malawi, Mauritania, Niger, Namibia, Senegal, Togo, Tanzania, the West Bank and Gaza, Zambia, and Zimbabwe.~~ Named Plaintiff Ms. Danziger was based in the United States but ~~was mainly tasked~~ worked with the BHA Syria team, supporting Syria. ~~Named Plaintiff was also asked, on a regular basis, to support the USAID team~~ projects in Syria, and, at times, the Ukraine- team.

73. Ms. Murphy was based in Budapest, Hungary but performed support work for Yemen and Iraq.

74. Mr. Herzberg was based in Israel for safety and security reasons but supported work in Gaza and the West Bank.

75. Mr. Sklaw was based in the Washington, D.C. but performed support work in Kazakhstan, Burma, Papua New Guinea, Sierra Leone, Nigeria, and Vietnam.

76. Many other PSC contractors who were based in the United States or other offices supported teams either based in or focused on many other countries, including Afghanistan, Iraq, Lebanon, Malawi, Somalia, Sudan, Yemen, and Zambia. PSC contractors also supported work in regions that experienced conflict like the West Bank, Gaza, and Nagorno-Karabakh.

38.77. USAID tasked its PSC contractors with many functions, such as: (1) building contextual knowledge by monitoring humanitarian issues in assigned countries, including identifying opportunities for new programming; (2) tracking emerging disasters; (3) managing,

administering, and tracking emergency and/or early recovery, risk-reduction, or resilience-related grants and awards; (4) drafting official U.S. Government communications related to requests for disaster-response assistance; and (5) generally coordinating within USAID, and with other U.S. Government agencies, and external partners.

39.78. To meet operational needs during staff shortages, USAID also assigned its PSC contractors to short-term details with other teams within the agency.

~~3. — Most of the Plaintiffs, including Named Plaintiff, were PSC contractors with the job title of “Humanitarian Assistance Officers” or as members of the Support Relief Group (“SRG”). USAID tasked Humanitarian Assistance Officers with (1) working to alleviate human suffering and (2) reducing the impact of disasters by helping people in need become more self-reliant. The primary roles of SRG contractors were intermittent backfill for permanent staff overseas, covering vacancies domestically, and responding to numerous disasters worldwide in a timely manner.~~

40.79. ~~PSC contractors also made up a considerable portion of the staff of USAID’s Office of Transition Initiatives (“OTI”), which promoted peace and democracy in countries transitioning from authoritarian regimes to democracy. There were also PSC contractors in other USAID bureaus and offices, such as Global Health (“GH”) and~~ USAID also contracted with PSC contractors for other USAID offices and bureaus, such as the Office of Transition Initiatives (“OTI”), the Bureau for Global Health (“GH”), and the Bureau for Democracy, Human Rights, and Governance (“DRG”).

E. The Department of Government Efficiency

~~41-80.~~ On January 20, 2025, the President signed Executive Order 14158, “Establishing and Implementing the President’s ‘Department of Government Efficiency.’”¹² Exec. Order No. 14158, 90 Fed. Reg. 8441 (Jan. 20, 2025) (hereinafter “DOGE Establishment EO”). Pursuant to the stated purpose “to implement the President’s DOGE Agenda [] to maximize governmental efficiency and productivity,” in relevant part, the DOGE Establishment EO provided:

1. Establishes “DOGE teams,” comprised of at least 4 DOGE employees within each federal agency, including an embedded “DOGE Team member” who can only be hired by the agency “in consultation with” the DOGE Administrator, *id.* at Sec. 3(c). These employees are to “ensure” that their work is “coordinate[d]” with DOGE and “implement[s] the President’s DOGE Agenda[.]” *see id.*;
2. Orders the commencement of “a Software Modernization Initiative to improve the quality and efficiency of government-wide software, network infrastructure, and information technology (IT) systems. Among other things, the USDS Administrator shall work with Agency Heads to promote interoperability between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization[.]” *id.* at Sec. 4(a); and,
3. Directs agency leaders to “take all necessary steps, in coordination with the [DOGE] Administrator and to the maximum extent consistent with law, to ensure [DOGE] has full and prompt access to all unclassified agency records, software systems, and IT systems[.]” *id.* at 8842, Sec. 4(b).

Id.

~~42-81.~~ Pursuant to the DOGE Establishment EO, DOGE teams embedded within various executive agencies, including USAID. DOGE implemented many termination and wind-down

¹² ~~Exec. Order No. 14158, 90 Fed. Reg. 8441 (Jan. 20, 2025) (hereinafter “DOGE Establishment EO”)~~.

actions across agencies, including terminating employees and contractors, canceling Government grants and contracts, and terminating leases.

43.82. The President publicly recognized Elon Musk as the de facto head of DOGE. For example, after the election, around November 12, 2024, the President stated he would appoint Mr. Musk to oversee DOGE.¹³

44.83. On February 11, 2025, the President and Mr. Musk held a joint press conference in the Oval Office directly related to DOGE and its activities.¹⁴

45.84. During his Presidential Address to Congress, the President stated: “I have created the brand new Department of Government Efficiency. DOGE. Perhaps you’ve heard of it. Which is headed by Elon Musk, who is in the gallery tonight.”¹⁵

46.85. DOGE regularly discussed its termination activities on X. For example, on February 3, 2025 and February 4, 2025, DOGE posted “36 contracts were terminated for a total savings of ~\$165mm (sic) across 6 agencies[.]”¹⁶ DOGE maintains a website showing purported estimated savings through, in part, DOGE’s actions related to contract terminations, including terminations of USAID contracts.¹⁷

¹³ See, e.g., Elena Moore, Camila Domonoske, & Jeongyoon Han, *Trump taps Musk to lead a ‘Department of Government Efficiency’ with Ramaswamy*, NPR (Nov. 12, 2024), <https://www.npr.org/2024/11/12/g-s1-33972/trump-elon-musk-vivek-ramaswamy-doge-government-efficiency-deep-state>.

¹⁴ David Ingram, *With Elon Musk watching, Trump says he’s giving DOGE even more power*, NBC News (Feb. 11, 2025), <https://www.nbcnews.com/politics/doge/elon-musk-trump-doge-executive-order-rcna191751>.

¹⁵ The White House, *President Trump Addresses Joint Session of Congress, March 4, 2025*, YouTube, at 41:26 (Mar. 4, 2025), <https://www.youtube.com/watch?v=XkFKNkAEzQ8>.

¹⁶ See Department of Government Efficiency (@DOGE), X, <https://x.com/DOGE/> at <https://x.com/DOGE/status/1886578681805504608>.

¹⁷ See Department of Government Efficiency, *Savings*, <https://doge.gov/savings> (last accessed July 28, 2025).

~~47.86.~~ Mr. Musk is not now, nor has he ever been, a CO with any agency in the Government.

F. The Government Violated the Law When it Dismantled USAID

~~48.87.~~ Beginning around January 24, 2025, DOGE and the Department of State (~~“(State)”~~) acted to dismantle USAID.

~~49.88.~~ On January 24, 2025, Secretary Rubio issued a directive pausing “all new obligations of funding, pending a review, for foreign assistance programs funded by or through the [State] Department and USAID.”¹⁸ Ex. B at 14 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).

~~50.89.~~ The same day, DOGE sought access to U.S. Department of the Treasury payment systems to freeze disbursements relating to USAID.¹⁹

~~51.90.~~ During the week of January 27, 2025, DOGE members began sitting in on USAID staff meetings and asking “detailed questions during meetings about . . . [USAID] contractors[.]”²⁰

~~52.91.~~ DOGE also accessed USAID computer systems.²¹

~~53.92.~~ Furthermore, DOGE removed leadership within USAID.²²

¹⁸ ~~Exhibit C at 2 (Declaration of Peter Marocco, Feb. 22, 2025).~~

¹⁹ Andrew Duehren et al., *Treasury Sought to Freeze Foreign Aid Payments, Emails Show*, N.Y. Times (Feb. 6, 2025), <https://www.nytimes.com/2025/02/06/us/politics/trump-musk-usaid.html>.

²⁰ Jason Leopold et al., *Behind DOGE’s Standoff at USAID: Desk Searches and Elon Musk Calling*, Bloomberg News (Feb. 3, 2025), <https://www.bloomberg.com/news/articles/2025-02-03/behind-doge-s-standoffat-usaid-desk-searches-and-elon-musk-calling>.

²¹ See, e.g., Andrew Roth, *DOGE v USAID: how Elon Musk helped his acolytes infiltrate world’s biggest aid agency*, The Guardian (Feb. 5, 2025), <https://www.theguardian.com/us-news/2025/feb/05/musk-doge-takeover-usaid>.

²² *Id.* (“[Musk and DOGE] demanded the suspensions of dozens of the agency’s leading officials, and cajoled and threatened senior USAid (sic) officials to give his acolytes private data and access to restricted areas.”); see also Margaret Brennan et al., *Two Top Security Officials at USAID Placed on Leave, Sources Say*, CBS News (Feb. 3, 2025), <https://www.cbsnews.com/news/usaid-dramatic-changes-security-officials-on-leave> (“USAID

~~54.93.~~ Peter Marocco became the Director of Foreign Assistance at State on January 20, 2025. On January 30, according to Mr. Marocco's affidavits in multiple cases, he began performing the duties and functions of the Deputy Administrator of USAID.²³ Ex. B at 2 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).²⁴ However, it is unclear on what date Mr. Marocco was formally delegated authority as Deputy Administrator of USAID. See Ex. S at 3-4 (Excerpt of Memo. Op., Case No. 8:25-cv-00462-TDC (D. Md. Aug. 13, 2025)) (noting that the record is unclear about the dates on which Mr. Marocco was formally delegated his authorities, despite Mr. Marocco's numerous affidavits in numerous cases). Upon information and belief, Mr. Marocco was not then, and had never been, a CO for any agency in the Government.

~~55.94.~~ On or around February 1, the Government blocked USAID staff (and, relatedly, PSC contractors) from accessing their email accounts and took down USAID's main website.²⁵

~~56.95.~~ On February 2, without providing supporting facts for their decisions, the President and Mr. Musk announced that USAID would be shut down. For example, that day, Mr.

Director for Security John Vorhees and Deputy Director for Security Brian McGill were put on leave [February 1, 2025].”).

~~²³ Exhibit C at 1 (Declaration of Peter Marocco, Feb. 22, 2025). Approximately a month and a half after taking the position, Mr. Marocco was succeeded by Jeremy Lewin on March 18 as the Deputy Administrator. Mr. Lewin had formerly been the DOGE Team Lead at USAID. Exhibit D at 1 (Mar. 19, 2025).~~

~~²⁴ Approximately a month and a half after taking the position, Mr. Marocco was succeeded by Jeremy Lewin on March 18 as the Deputy Administrator. Mr. Lewin had formerly been the DOGE Team Lead at USAID. Ex. C at 2 (Excerpt of Declaration of Jeremy Lewin, March 19, 2025).~~

²⁵ See Rebecca Heilweil, *USAID website goes dark, staff emails deactivated amid DOGE takeover, source says*, FEDSCOOP (Feb. 2, 2025), <https://fedscoop.com/usaaid-website-goes-dark-staff-emails-deactivated-amid-doge-takeover-source-says>.

Musk stated: “USAID was a viper’s nest of radical-left marxists (sic) who hate America[.]”²⁶

And Mr. Musk announced “USAID is a criminal organization. Time for it to die.”²⁷

57-96. Later that day, Mr. Musk stated: “So to be clear, in shutting down, which we’re in the process of doing, shutting down USAID, the reason for that, as opposed to simply trying to do some minor housecleaning, is that, as we dug into USAID, it became apparent that what we have here is not an apple with a worm in it, but we have actually just a ball of worms . . . If you’ve got an apple that’s got a worm in it, maybe you can take the worm out, but if you’ve got actually just a ball of worms, it’s hopeless. And USAID is a ball of worms. There is no apple. And when there is no apple, you’ve just got to basically get rid of the whole thing . . . That is why it’s got to go, . . . it’s beyond repair.”²⁸

58-97. The President echoed this sentiment, stating that USAID has “been run by a bunch of radical lunatics, and we’re getting them out, and then we’ll make a decision.”²⁹

59-98. On February 3, Mr. Musk, the White House, and Secretary Rubio publicly reiterated that they were shutting down USAID.³⁰

²⁶ Elon Musk (@elonmusk), X (Feb. 2, 2023, 12:04 PM), <https://x.com/elonmusk/status/1886098373251301427>.

²⁷ Elon Musk (@elonmusk), X (Feb 2, 2025, 12:20 PM), <https://x.com/elonmusk/status/1886102414194835755>.

²⁸ Department of Government Efficiency (@DOGE), X, at 18:32 (Feb 3, 2025, 12:25 AM), <https://x.com/DOGE/status/1886284966855647234>; see also Michael R. Gordon et al., *Marco Rubio Wants USAID to Undergo Overhaul, Backs Off Sudden Shutdown*, The Wall Street Journal (Feb. 3, 2025), <https://www.wsj.com/politics/policy/trump-administration-shutters-usaid-headquarters-db3fac7e>.

²⁹ Jennifer Hansler et al., *Elon Musk said Donald Trump agreed USAID needs to be ‘shut down’*, CNN (Feb. 3, 2025), <https://www.cnn.com/2025/02/02/politics/usaaid-officials-leave-musk-doge/index.html>.

³⁰ The same day the Government announced USAID would be shut down, Secretary Rubio was appointed as Acting Administrator for the USAID. See Press Release, U.S. Dep’t of State, *Secretary Marco Rubio Appointed as Acting Administrator for the United States Agency for International Development (USAID)* (Feb. 3, 2025),

~~60-99.~~ Mr. Musk stated that he had consulted with the President “[w]ith regards to the USAID stuff, I went over it with [the President] in detail and he agreed that we should shut it down.”³¹ Mr. Musk stated that “We spent the weekend feeding USAID into the wood chipper (sic).”³²

~~61-100.~~ The same day, the White House announced that USAID was “unaccountable to taxpayers as it funnels massive sums of money” to “entrenched bureaucrats” for “ridiculous and, in many cases, malicious pet projects [] with next-to-no oversight.” The White House listed purported examples of “WASTE and ABUSE” at USAID.³³

~~62-101.~~ Secretary Rubio purported to justify the Government’s actions at USAID; he stated without providing supporting details that these actions were taken because of “rank insubordination.”³⁴

~~63-102.~~ Weeks after the initial announcement, the Government continued to justify actions at USAID based on inconsistent, unsupported accusations such as “USAID is really corrupt. I’ll tell you. It’s corrupt. It’s incompetent.”³⁵ At no time did the Government seek—in any way—to identify which PSC contractors were “corrupt,” “incompetent,” or “insubordinate” nor did the Government provide support for these allegations.

<https://www.state.gov/secretary-marco-rubio-appointed-as-acting-administrator-for-the-united-states-agency-for-international-development-usaid/>.

³¹ See Hansler, *supra* note ~~25~~23.

³² Elon Musk (@elonmusk), X (Feb. 3, 2025, 1:54 AM ET), <https://x.com/elonmusk/status/1886307316804263979>.

³³ White House Article, *At USAID, Waste and Abuse Runs Deep*, The White House (Feb. 3, 2025), <https://www.whitehouse.gov/articles/2025/02/at-usaid-waste-and-abuse-runs-deep/>.

³⁴ Ashleigh Fields, *Rubio accuses USAID of ‘rank insubordination’*, The Hill (Feb. 4, 2025), <https://thehill.com/policy/international/5124933-marco-rubio-usaid-overhaul-rank-insubordination/>.

³⁵ The White House, *President Trump Signs Executive Orders in the Oval Office, Feb. 11, 2025*, YouTube, at 28:33 (Feb. 12, 2025), <https://www.youtube.com/watch?v=L0f-ZAVOoPk>.

~~64.103.~~ At no point did Congress authorize anyone to dismantle USAID.³⁶ To the contrary, numerous members of Congress stated that the President, DOGE, and Secretary Rubio, *did not* have the authority to dismantle the independent agency:

- a. A January 31, 2025, letter from Sen. Shaheen, Sen. Schatz, Rep. Meeks, and Rep. Frankel to Mr. Jason Gray, the Acting Administrator of USAID, stated: “USAID is, by statute, an independent establishment outside of the State Department. Any proposal to modify that structure would require an Act of Congress.”³⁷
- b. A February 4, 2025, letter from 37 Senators to Secretary Rubio stated: “The Administration’s failure to consult with Congress prior to taking these steps [to dismantle USAID] violates the law[.]”³⁸
- c. Senator Collins stated: “The law is every (sic) specific and if there's going to be a reorganization of USAID then Congress has to be informed 15 days in advance and a detailed explanation of any changes has to be provided.” She further stated that she believed Sec. Rubio’s February 3 letter did not satisfy the requirements of the law.³⁹
- d. A February 7, 2025, letter from Ranking Member Connolly and Rep. Subramanyam to Secretary Rubio stated: “The Trump Administration is attempting to purge USAID with the intent to eliminate the agency without Congressional authorization.”⁴⁰

³⁶ *Does I-26 v. Musk*, No. 25-1273, 2025 WL 1020995, at *7 (4th Cir. Mar. 28, 2025)) (Gregory, J., concurring) (“But I write separately to make clear that my concurrence today should not be seen as an endorsement of the Executive’s likely unconstitutional actions in closing USAID, effectively dissolving a ‘creature[] of statute’ that can only be created or destroyed by Congress.”).

³⁷ Hon. Jeanne Shaheen et al., *Ranking Members Shaheen, Schatz, Meeks, Frankel: We Cannot Afford to Take a Timeout from USAID Programs*, Jan. 31, 2025, https://www.foreign.senate.gov/imo/media/doc/shaheen_schatz_meeks_frankel_letter_to_usaid_acting_administrator.pdf.

³⁸ Sen. Tim Kaine et al., *Kaine Leads 37 Senators in Raising Alarm Over Trump Administration Chaos at Critical National Security Agencies*, Feb. 4, 2025, <https://www.kaine.senate.gov/imo/media/doc/2425lettertorubioonusaaid.pdf>.

³⁹ Deirdre Walsh, *Republicans in Congress mostly shrug as Musk and DOGE set sights on spending*, NPR (February 5, 2025) <https://www.npr.org/2025/02/05/nx-s1-5286426/congress-republicans-musk-doge-usaid>.

⁴⁰ Rep. Gerald E. Connolly et al., *Ranking Members Connolly and Subramanyam Launch Probe into DOGE Efforts to Purge USAID and Freeze Foreign Aid*, Feb. 7, 2025, <https://oversightdemocrats.house.gov/sites/evo-subsites/democrats-oversight.house.gov/files/evo-media-document/2025-02->

- e. A February 12, 2025, letter from Rep. Meeks to Secretary Rubio noted that the Administration began ~~illegally~~unlawfully dismantling USAID prior to consultation with Congress.⁴¹
- f. A February 27, 2025, letter from Rep. Frankel, Rep. Meng, Rep. Torres, Rep. Quigley to Secretary Rubio stated that the termination of contracts (without prior consultation with Congress) did not constitute meaningful foreign aid reform or advance U.S. national interests.⁴²

G. The Government Improperly Terminated PSCs in Furtherance of the Unlawful Dismantling of USAID, Providing Only Pretextual Bases

~~65.104.~~ The Government's unlawful effort to dismantle USAID included the mass, indiscriminate termination of PSCs.⁴³ See Ex. B at 6-7 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025) (explaining that the terminations were part of and justified by other actions all taken in conjunction with dismantling USAID); see also ECF 9 at 13 ("Ms. Danziger's termination was the result of the reorganization of USAID").

105. The efforts to dismantle USAID came directly from the President based on the President's "dec[ision] there is corruption and fraud at USAID[.]" This decision was not based

07.%20GEC%20Subramanyam%20Letter%20to%20Rubio%20on%20USAID%20and%20Aid%20Freeze.pdf.

⁴¹ Rep. Gregory W. Meeks, *Meeks Urges Secretary Rubio to Halt USAID Dismantlement, Demands Congressional Consultation in Line with U.S. Law*, Feb. 12, 2025, <https://democrats-foreignaffairs.house.gov/cache/files/e/2/e2f3c9ce-23f2-4757-8bdb-b6a46b20213a/8BD9154641F8F5CDA27E7A031D62C1780B29C437347AD05FAC021C7A77289CCF.20250211meeksrubio.pdf>.

⁴² Rep. Lois Frankel et al., *Democratic Members of National Security, Department of State, and Related Programs Appropriations Subcommittee Issue Letter to Secretary Rubio Following Massive USAID Cuts*, Feb. 27, 2025, https://frankel.house.gov/uploadedfiles/letter_to_secretary_rubio_on_foreign_assistance_review_and_terminations.pdf.

~~⁴³ See Exhibit C at 2 (Declaration of Peter Marocco, Feb. 22, 2025) (explaining that the terminations, placing employees on administrative, restricting access to the USAID office, and other efforts were all taken in conjunction when dismantling USAID).~~

on any specific factual findings. See Ex. T at 4-5 (Excerpt of Hearing re TRO Proceedings (Feb. 9, 2025)).⁴⁴

~~66.106.~~ On February 2, the same day that Mr. Musk called USAID a “viper’s nest” and said it was “[t]ime for it to die,” USAID authorized terminations of most PSCs.

~~67.107.~~ On February 2, Mr. ~~Marocco, who had been appointed to his USAID position three days earlier,~~ Marocco approved the terminations of approximately 800 of the 1,200 PSCs. Mr. Marocco’s stated rationale for the terminations was that the PSCs purportedly “appear to be inconsistent with the mission of USAID and diverts resources away from helping people progress beyond the need for aid.”⁴⁵ ~~Mr. Ex. D at 4 (Government Exhibits for Terminations).~~ Mr. Marocco stated that he approved the terminations of the nearly 800 PSCs “that are in high- and middle-income countries like the United States, Moldova and Thailand” because “USAID’s mandate is to assist primarily in low-income countries and these contracts appeared to be inconsistent with the mission of USAID.”⁴⁶ Ex. E at 3 (Declaration of Peter Marocco, Feb. 24, 2025).

~~68.108.~~ Mr. Marocco’s contemporaneous justification for terminating nearly 800 PSCs based on the physical location of PSC contractors reflected a fundamental misunderstanding of USAID operations. Although PSC contractors may be physically based in a

⁴⁴ During a February 9, 2025 hearing related to proceedings for a temporary restraining order, the Government asserted that it was seeking to immediately place more than 2,000 USAID employees on administrative leave because the “president has decided there is corruption and fraud at USAID.” See Ex. T at 4 (Excerpt of Hearing re TRO Proceedings (Feb. 9, 2025)). The Government could not provide any evidence supporting the President’s belief. The Government acknowledged that the President and Secretary Rubio approved this action and did not provide any reason for the mass action because “[t]here does not have to be one.” Id. at 6. Placing USAID employees on administrative leave and terminating PSCs were both part of the Government’s efforts to dismantle USAID.

⁴⁵ ~~Exhibit E at 4 (Government Exhibits for Terminations).~~

⁴⁶ ~~Exhibit F at 2 (Declaration of Peter Marocco, Feb. 24, 2025).~~

variety of locations, they provide services to locations other than those in which they are physically located. ~~For example, Named Plaintiff was located in the United States, but served “low income countries” such as Syria.~~

109. For example, Ms. Danziger was based in the United States but supported projects in countries like Syria and Ukraine. See ¶ 72 above.

110. Ms. Murphy was based in Budapest, which acted as a regional office, and Ms. Murphy supported projects in Yemen and Iraq. See ¶ 73 above.

111. Mr. Herzberg was based in Israel but supported work in Gaza and the West Bank. See ¶ 74 above.

112. Mr. Sklaw was based in the United States but supported work in Kazakhstan, Burma, Papua New Guinea, Sierra Leone, Nigeria, and Vietnam. See ¶ 75 above.

113. Many other PSC contractors, who were based in the United States or in a regional office located in Egypt; Budapest, Hungary; or Bangkok, Thailand, similarly supported projects in other countries like Yemen, Iraq, Lebanon, Somalia, Sudan, and Afghanistan, Burma or regions experiencing conflict, like the West Bank, Gaza, and Nagorno-Karabakh. See ¶ 76 above.

114. Thus, Mr. Marocco justified the initial terminations without a connection to the basic facts of the PSC contractors’ work.

115. To effectuate the mass terminations, COs were provided with spreadsheets identifying contracts (and grants and cooperative agreements) and directed to terminate the awards within short amounts of time.

116. For example, on February 6, 2025, USAID Industry Liaison, Matthew Johnson, directed numerous COs to immediately terminate hundreds of USAID awards.⁴⁷ See Ex. U at 4-5 (Email re Urgent Action: List of Awards to be Terminated (Feb. 7, 2025)).

117. In response, a CO asked why the COs were being directed to terminate the contracts and under what authority. See id. at 4.

118. Mr. Johnson stated that he understood “the DOGE team” ordered the terminations taking directions from “the White House, State Department, and Agency leadership.” Id. at 3.

119. Subsequently, throughout February 2025, USAID COs received “tranches,” i.e., spreadsheets listing awards, that the COs were instructed to terminate immediately, based purportedly on a review conducted by Secretary Rubio and “Agency leadership.” See Ex. V at 3 (Email re Action Required Termination of Awards for Convenience (Feb. 9, 2025)).

120. Indeed, when directing various COs to terminate thousands of awards under the “tranche” system, the Government justified these terminations based on the premise that Secretary Rubio and Mr. Marocco “personally” reviewed and approved thousands of awards for terminations. See Ex. W at 2 (Email re Follow-Up on [] Award Termination Announcements (Feb. 26, 2025)) (“These awards . . . were personally reviewed and approved for termination by Secretary Rubio and PTDO Deputy Administrator Marocco.”); see also Ex. Y at 2 (Email re (SUB) Tranche 6 & New Process for Award Terminations (Feb. 25, 2025)) (“Secretary Rubio has

⁴⁷ In a USAID memo dated July 28, 2025, titled “General Malfeasance by USAID and its Office of Acquisition and Assistance; and Non-Compliance with Laws, Court Orders, and USAID Regulations and Policies since January 24, 2025,” the Director, Office of Acquisition and Assistance at USAID and CO, states that USAID contracting has been plagued with questionable and potentially unlawful orders, including terminations ordered by officials with no authority and terminations made on pretextual bases. See Ex. X (Public Citizen, Internal USAID Memo: General Malfeasance by USAID and its Office of Acquisition and Assistance (Jul. 28, 2025)). Attached are some of the documents referenced in the General Malfeasance Memo.

reviewed and approved a new tranche of awards to be terminated.”); Ex. Z at 3 (Email re For Official Use Only - A&A Award Review Tranche 5 (Feb. 23, 2025)) (“Additional tranches of awards are being reviewed by Secretary Rubio for alignment with Presidential priorities and national interest. . . . These awards were individually reviewed by Secretary Rubio and the USAID Front Office and were determined to be inconsistent with the national interest and Agency priorities.”).

121. According to the Government, Secretary Rubio personally and individually reviewed and approved the termination of approximately 5,800 USAID awards within a two-week period in February 2025. See Ex. AA at 4 (Excerpt of Gov. Statement in Joint Status Rep., Case. No. 1:25-cv-00402-AHA (Feb. 26, 2025)) (the Government asserted that under the tranche system, Secretary Rubio personally and individually approved terminations, within approximately two weeks, of 5,800 USAID awards and 4,100 State awards).

122. Accordingly, the COs did not exhibit any discretion, but were instead directed to terminate USAID awards *en masse* based on spreadsheets emailed to the COs.

69.123. Beginning on or about February 19, 2025, Plaintiffs began receiving the Termination Notices, which asserted that the PSCs were terminated “for Convenience of the Government,” and “continu[ing the] contract[s]” were “no longer in the best interests of the United States Government[.]”⁴⁸ See, e.g., Ex. A (Termination Notice received by Ms. Danziger on February 19, 2025).

70.124. The Termination Notices are boilerplate letters based on templates. The only differences among these letters were their dates of issuance and the effective termination dates.

⁴⁸ See Exhibit A (Termination Notice).

~~71.125.~~ Certain later-issued Termination Notices included updated boilerplate language which stated that the termination was “necessary to restructure USAID’s operations to better reflect Agency priorities and the foreign policy priorities of the United States. This termination action does not reflect on your service, performance, or conduct. It is being taken solely for the reason stated.” See Ex. BB (Later Issued Termination Notice).

~~72.126.~~ Many of these Termination Notices were not issued by the cognizant COs who were responsible for administering and had authority over the respective contracts.

~~73.127.~~ Following the terminations, the Government provided a parade of post hoc, pretextual justifications.⁴⁹

~~74.128.~~ For instance, Secretary Rubio claimed, “[t]he 5200 contracts that are now cancelled spent tens of billions of dollars in ways that did not serve, (and in some cases even harmed), the core national interests of the United States.”⁵⁰

~~75.129.~~ The Government has not provided any support as to how the terminated PSC contractors “did not serve” or “harmed” national interests.

~~76.130.~~ Mr. Marocco also provided a list of post hoc, pretextual reasons in support of the terminations including purported noncompliance with foreign policy and national interests, a refusal by existing USAID personnel to freeze appropriated funds, and the inability of the

⁴⁹ Additionally, the Government has attempted *post hoc* procedural justifications. On February 3, 2025, following Mr. Marocco’s decision to terminate most PSCs, Secretary Rubio submitted a letter to Congress stating only that Mr. Marocco was “begin[ning] the process of engaging in a review of potential reorganization” of USAID. The letter fails to note that Mr. Marocco (and others) had already started dismantling and reorganizing USAID.

⁵⁰ Marco Rubio (@marcorubio), X (March 10, 2025, 4:55 AM), <https://x.com/marcorubio/status/1899021361797816325>.

remaining USAID officials to review programs.⁵¹ See generally Ex. B at 8-10 (Excerpt of Declaration of Peter Marocco, Feb. 22, 2025).

77.131. The Government's terminations of the PSCs were improper and breached the ~~PSCs' contracts~~ PSCs because the terminations were based on an unlawful dismantling of USAID and emanated from an abuse of discretion and bad faith towards the Plaintiffs.

78.132. This Court, the Federal Circuit, and predecessor courts have long recognized that "[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach."⁵²

79.133. The Government's statements reflected that it acted with animus, motivated by malice, when it terminated the PSCs on the basis of repeated, unsupported assertions that USAID was, for example, a "criminal" organization, "corrupt," wasting taxpayer dollars, and harming national interests. Based on the nature of the PSC contractors' work and the closeness in time of these Government statements to the terminations of Plaintiffs' contracts, these statements necessarily implicate the PSC contractors that supported USAID and its mission for many years.

80.134. The Government also abused its discretion when it terminated the PSCs. The COs and other Government personnel that signed the terminations exercised no discretion, the abdication of which weighs in favor of determining the Government abused its discretion.

81.135. The only contemporaneous justification for the terminations is a series of erroneous public statements exhibiting animus, and Mr. Marocco's February 2 direction.

⁵¹ ~~Exhibit C at 2 (Declaration of Peter Marocco, Feb. 22, 2025). Mr. Marocco's declaration post-dates the first terminations issued around February 19, 2025.~~

⁵² *Krygoski Const. Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. ~~1996~~ 1996) (citing 50- and 60-year-old decisions for the proposition that terminations tainted by bad faith or abuse of discretion constitute a breach of contract).

~~82.136.~~ Mr. Marocco’s February 2 direction was an abuse of discretion because ~~USAID ignored relevant facts and circumstances. Mr. Marocco ignored, misstated, and/or failed to consider the basic nature of the work PSC contractors performed.~~ For example, his direction appears to be based on the pretext that PSC contractors were performing work inconsistent with the mission of USAID, and that the location where PSC contractors were stationed represented where the PSC contractors provided aid. As noted ~~anteabove~~, this position is incorrect.

~~83.137.~~ In addition, *post hoc* statements about PSC contractors failing to serve and/or harming national interests are inaccurate, unsupported, and similar to comments about USAID “criminal” activities, demonstrate the Government’s animus towards PSC contractors and its abuse of discretion.

H. The Rescissions Act of 2025 Highlights the Impropriety of the Government’s Terminations

~~84.138.~~ On July 18, 2025, Congress enacted the Rescissions Act of 2025, which was signed by the President on July 24.⁵³

~~85.139.~~ The Rescissions Act of 2025 rescinds funds Congress previously appropriated under Further Consolidated Appropriations Act, 2024, Pub. L. 118-47, 138 Stat. 460 and Full-Year Continuing Appropriations Act, 2025, Pub. L. 119-4, 139 Stat. ~~9.9.~~

~~86.140.~~ Congress cannot ~~unbreachun-breach~~ an already breached contract. Any *post hoc* actions by Congress, whether through passage of this law or any other law, do not justify or excuse the President’s and the administration’s antecedent violations of law and breaches of the ~~PSCs’ contracts~~ PSCs.⁵⁴

⁵³ Rescissions Act of 2025, Pub. L. 119-28.

⁵⁴ *Landgraf v. USI Film Prods.*, 511 U.S. 244, 280 (1994)) (Retroactive effect is not available to “impair rights a party possessed when he acted, increase a party’s liability for past conduct, or impose new duties with respect to transactions already completed. If the statute would operate

~~87.141.~~ Additionally, the Rescissions Act of 2025 does not remedy the PSC contractors' injuries caused by the Government's breach.⁵⁵

CLAIMS FOR RELIEF

COUNT I

THE GOVERNMENT'S TERMINATIONS WERE IMPROPER AND CONSTITUTE BREACHES OF CONTRACT

~~88.142.~~ Paragraphs 1 through ~~89.141~~ of this Complaint are incorporated into this paragraph as if fully set forth herein.

~~89.143.~~ The Government breached the contracts by terminating the contracts in abuse of discretion and bad faith through an unlawful dismantling of a Congressionally-established independent agency, creating pretextual and unsupported reasons for the terminations, and exhibiting animus and malice toward the PSC contractors that served USAID.⁵⁶

~~90.144.~~ Accordingly, the Government improperly terminated Plaintiffs' contracts. The Government's actions constitute breaches of the PSCs.

~~91.145.~~ As a result of the Government's breaches of the PSCs, Plaintiffs are

retroactively, our traditional presumption teaches that it does not govern absent clear congressional intent favoring such a result.”).

⁵⁵ In any event, “[a]lthough a termination for convenience generally does not entitle a contractor to anticipatory profits, a termination for convenience ‘tainted by bad faith or an abuse of contracting discretion,’ *Krygoski Constr. Co. v. United States*, 94 F.3d at 1541₅₂, which amounts to a breach of contract, may entitle a plaintiff to expectancy damages. *Id.* at 1545.” *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. ~~258, 390 (2013)~~_{258, 390 (2013)}.

⁵⁶ ~~In a USAID memo dated July 28, 2025, titled “General Malfeasance by USAID and its Office of Acquisition and Assistance; and Non-Compliance with Laws, Court Orders, and USAID Regulations and Policies since January 24, 2025,” Andrea Capellan, Director, Office of Acquisition and Assistance at USAID, states that USAID contracting has been plagued with questionable and potentially illegal orders, including terminations ordered by officials with no authority and terminations made on pretextual bases.~~

entitled to damages in the form of termination costs as well as lost compensation for the remainder of the contract period.

COUNT II

THE GOVERNMENT'S TERMINATIONS FOR CONVENIENCE ENTITLE PLAINTIFFS TO TERMINATION COSTS, WHICH THE GOVERNMENT FAILED TO PAY IN VIOLATION OF ITS CONTRACTUAL AND REGULATORY OBLIGATIONS

92.146. Paragraphs 1 through ~~93.145~~ of this Complaint are incorporated into this paragraph as if fully set forth herein.

93.147. Pursuant to the terms of the PSCs and FAR Part 52, the Government's terminations of the PSCs for convenience entitle Plaintiffs to various termination costs including unused leave costs, relocation costs, travel allowances, material/equipment costs, and other outstanding reimbursements.

94.148. Plaintiffs are entitled to all termination costs even if the Government's terminations did not constitute a breach of contract.

PRAYER FOR RELIEF

For the foregoing reasons, Plaintiffs respectfully request that the court:

1. ENTER a preliminary order (a) CERTIFYING a class consisting of all PSC contractors, performing work for USAID, whose contracts were terminated by USAID via a Termination letter issued between February 12, 2025, and April 24, 2025, and who filed certified claims which were not granted, and (b) AWARDING breach damages to all class members to compensate for all damages related to the unlawful terminations of their contracts with USAID including both lost compensation as well as all termination costs; and
2. PROVIDE such additional relief, on an interim basis or otherwise, as may be appropriate to protect Plaintiffs' rights under their contracts with USAID.

3. IN THE ALTERNATIVE, should the court find that the terminations of these contracts were not unlawful, a preliminary order (a) CERTIFYING a class consisting of all PSC contractors, performing work for USAID, whose contracts were terminated by USAID via the Termination letter issued between February 12, 2025, and April 24, 2025, and (b) AWARDING damages to all class members to compensate them for all termination costs owed to them under their contracts.

Dated: ~~July 28~~November 18, 2025

Respectfully Submitted,

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TABLE OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>
<u>A</u>	<u>Ms. Danziger's Termination Notice, dated Feb. 19, 2025</u>
<u>B</u>	<u>Excerpt of Declaration of Peter Marocco, dated Feb. 22, 2025</u>
<u>C</u>	<u>Excerpt of Declaration of Jeremy Lewin, dated Mar. 19, 2025</u>
<u>D</u>	<u>Excerpt of Government Exhibits for Terminations</u>
<u>E</u>	<u>Declaration of Peter Marocco, dated Feb. 24, 2025</u>
<u>F</u>	<u>Ms. Danziger's Certified Claim</u>
<u>G</u>	<u>Ms. Murphy's Termination Notice</u>
<u>H</u>	<u>Ms. Murphy's Certified Claim</u>
<u>I</u>	<u>Mr. Herzberg's Termination Notice</u>
<u>J</u>	<u>Mr. Herzberg's Certified Claim</u>
<u>K</u>	<u>Mr. Sklaw's Termination Notice</u>
<u>L</u>	<u>Mr. Sklaw's Certified Claim</u>
<u>M</u>	<u>Ms. Danziger's USAID Contract</u>
<u>N</u>	<u>Ms. Murphy's USAID Contract</u>
<u>O</u>	<u>Mr. Herzberg's USAID Contract</u>
<u>P</u>	<u>Mr. Sklaw's USAID Contract</u>
<u>Q</u>	<u>Ms. Danziger's Termination Extension</u>
<u>R</u>	<u>Ms. Murphy's Termination Extension</u>
<u>S</u>	<u>Excerpt of Memo. Op., Case No. 8_25-cv-00462-TDC (D. Md. Aug. 13, 2025)</u>
<u>T</u>	<u>Excerpt of Hearing re TRO Proceedings, Feb. 9, 2025</u>
<u>U</u>	<u>Email re Urgent Action List of Awards to be Terminated, Feb. 7, 2025</u>
<u>V</u>	<u>Email re Action Required Termination of Awards for Convenience, Feb. 9, 2025</u>
<u>W</u>	<u>Email re Follow-Up on [] Award Termination Announcements, Feb. 26, 2025</u>
<u>X</u>	<u>Public Citizen, Internal USAID Memo General Malfeasance by USAID and its Office of Acquisition and Assistance, Jul. 28, 2025</u>
<u>Y</u>	<u>Email re (SUB) Tranche 6 & New Process for Award Terminations, Feb. 25, 2025</u>
<u>Z</u>	<u>Email re For Official Use Only - A&A Award Review Tranche 5, Feb. 23, 2025</u>
<u>AA</u>	<u>Excerpt of Gov. Statement in Joint Status Rep., Case. No. 1_25-cv-00402-AHA (Feb. 26, 2025)</u>
<u>BB</u>	<u>Later Issued Termination Notice</u>

CERTIFICATE OF SERVICE

I certify that on November 18, 2025, a copy of the foregoing amended complaint was filed electronically using the Court's Electronic Case Filing ("ECF") system. I understand that notice of this filing will be served on Defendant's Counsel via the Court's ECF system.

/s/Stephen J. McBrady

Stephen J. McBrady

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Exhibit A



February 19, 2025

LETTER OF TERMINATION FOR CONVENIENCE

1. This memorandum serves as notice that your Personal Services Contract is hereby terminated for Convenience of the Government. It is no longer in the best interests of the United States Government to continue with this contract.
2. In compliance with the terms of your contract, termination will be 15 days from the date of this notification. Your last day of employment will be **March 6, 2025**. You will be in a pay status through the end of this 15 -day period. Your pay may be adjusted by any money owing to the United States Government. The provision in your contract which applies to this action is:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

3. I request you acknowledge your receipt of this letter by signing below. You will be provided a copy. I remain the point of contact for all issues relating to this contract and termination during the 15 -day period remaining in this contract.

OUSAY
WAHAJ

Digitally signed by OUSAY WAHAJ
Date: 2025.02.18 23:53:01 -05'00'

Ousay Wahaj
Supervisory Contracting Officer
Office of Acquisition and Assistance,
M/OAA/BHA-CPS

ACKNOWLEDGED:

PSC Name

Date

Exhibit B

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

J. DOE 1, et al.,

Plaintiffs,

v.

ELON MUSK, *et al.*,

Defendants.

Case No. 8:25-cv-00462-TDC

DECLARATION OF PETER MAROCCO

I, Peter Marocco, pursuant to 28 U.S.C. 1746, hereby declare as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this declaration. This declaration is based on my personal knowledge and information provided to me in my official capacity by others.
2. Since Thursday, January 30, 2025, I have performed the duties and functions of Deputy Administrator of the United States Agency for International Development (USAID). Since January 20, 2025, I have also served as the Director of Foreign Assistance at the Department of State (State). Previously, I served as a U.S. Marine and a Deputy Assistant Secretary at both the Department of State and the Department of Defense. Additionally, I served on a special assignment as the Senior Advisor for Intelligence and Security to the Secretary of Commerce and served as the Assistant to the Administrator at USAID, overseeing the Bureau for Conflict Prevention and Stabilization.
3. On January 20, 2025, President Trump issued an Executive Order—"Reevaluating

- and Realigning United States Foreign Aid”—directing a 90-day pause in foreign development assistance, to allow for an “assessment of programmatic efficiencies and consistency with United States foreign policy.” *See* Executive Order, *Reevaluating and Realigning United States Foreign Aid* (Jan. 20, 2025), attached as Exhibit A. Further, on January 24, 2025, Secretary of State Rubio, consistent with that Executive Order, directed a “pause[]” on “all new obligations of funding, pending a review, for foreign assistance programs funded by or through the [State] Department and USAID.” *See Secretary of State ALDAC re Executive Order on Review of Foreign Assistance Programs*, 25 STATE 6528 (Jan. 24, 2025), attached as Exhibit B.
4. In both my role as the Director of Foreign Assistance, which oversees USAID’s delivery of foreign aid, and now in my role managing USAID’s operations, my primary focus has been to develop a tracking system to achieve greater accountability of USAID’s human resources and capital outlays across its global footprint. Accountability and effective controls are essential to ensuring that USAID’s programs further, rather than undermine, the foreign policy and national interests of the United States.
 5. To that end, beginning shortly after the President’s Executive Order directed the 90-day foreign assistance pause on January 20, 2025, I made numerous requests for information about USAID’s operations, programs, and compliance with the President’s directives. In both of my roles, I have consistently found USAID’s senior staff were unwilling or unable to provide basic compliance and oversight information. For example, senior professionals in USAID’s Bureaus and finance, legal, and human capital groups were not able to identify who, when, and why dozens of specific, multi-

- million-dollar payments were approved or disbursed in the days following the President's and Secretary's directives to pause most USAID disbursements and programs. USAID senior staff were not able to explain whether USAID's payments system contained any controls to ensure compliance with those directives and, if so, how those processes worked. After the Secretary approved waivers to permit specific programs or activities to continue, USAID staff have been consistently unable to identify which specific payments were affected by the waivers and should be released for disbursement. It took more than two days for USAID senior staff to produce a list of overseas personnel and their physical location despite repeated and direct requests.
6. This lack of clear or timely information sharing caused grave concern about whether USAID was faithfully following the President's and Secretary's directives. Those concerns were amplified when, in the days just before and following Secretary Rubio's directive, USAID leadership became aware that a group of USAID employees were not complying with the President's Executive Order and the Secretary's order and continued to permit new funding obligations paused by those directives. In the days following the Secretary's order, USAID leadership conducted a review of USAID operations and identified certain employees who were responsible, directly or indirectly, for permitting the unauthorized flow of funds in violation of these Presidential and Secretarial directives.
7. Moreover, the noncompliance identified by USAID leadership raised serious, systemic concerns about the management and processes governing USAID. As articulated by Secretary Rubio, and consistent with the views of the President, USAID's foreign assistance processes reflected signs of severe inefficiency, and a substantial number of

- the programs funded by USAID neither substantially benefited the American people, nor reflected the priorities of the President and Secretary. Many of USAID's programs substantially overlap, conflict, or duplicate functions at the Department of State, which often leads to discord in the President's ability to carry out foreign relations with one voice. Furthermore, many of USAID's pre-existing programs were in conflict with the directives and priorities of the President and Secretary, and therefore were inconsistent with the public interest and foreign policy judgments of the Executive Branch. Given the scale of these programs, an *ad hoc* review of these conflicting programs would unduly burden the execution of the President's other foreign policy priorities. A blanket pause with a waive-in process was the more efficient and effective path.
8. In light of these problems, on January 30, President Trump directed Secretary of State Rubio to perform the functions and duties of the Administrator of USAID in an acting capacity; the prior Acting Administrator returned to his prior position as Chief Information Officer. Several days later, Secretary Rubio sent a letter to Congress, formally notifying them, consistent with applicable law, including sections 7063 and 7015 of the Department of State, Foreign Operations, and Relation Programs Appropriations Act, 2024 (Div. K, P.L. 118-47), as carried forward by the Continuing Appropriations Act, 2025 (Div. A, P.L. 118-83), of "our intent to initiate consultations with you regarding the manner in which foreign aid is distributed around the world through [USAID]," including the review and potential reorganization of USAID and the potential absorption by the Department of State of certain bureau, offices, and mission of USAID. *See* February 3, 2025 Letter to the Chairs and Ranking Members of the House Committee on Foreign Affairs, the Senate Committee on Foreign

- Relations, and the House and Senate Committees on Appropriations, attached as Exhibit C. The letter further stated that Secretary Rubio had delegated to me the duties of Deputy Administrator of USAID, “to begin the process of engaging in a review and potential reorganization of USAID’s activities to maximize efficiency and align operations with the national interest.” *Id.*
9. The first step of this review, in essence, involved the majority of USAID pausing a substantial portion of its ongoing work—going “pencils down”—so that the Secretary and USAID leadership could gain control of an organization that included some employees who had refused to comply with lawful directives by the President and the Secretary, directives designed to identify wasteful or fraudulent programs or those contrary to the foreign policy interests of the United States. The pause of ongoing work and use of paid administrative leave enabled USAID leadership to begin a thorough review of USAID’s operations and align its functions to the President’s and Secretary’s priorities, without continued noncompliance by former USAID leadership and management undermining those priorities. Pausing a majority of USAID’s work was, and remains, necessary to continue this thorough review into the noncompliance issues first identified, as well as to continue to examine USAID’s processes and the manner by which USAID funds its programs. Only by engaging in this audit and review, can USAID leadership and the Secretary ensure that USAID’s funding decisions aligned with the foreign policy priorities of the United States. This audit and review would have been ineffective and would have been inconsistent with the public interest if USAID’s then extant operations remained unchecked. Indeed, our experience with widespread noncompliance with initial stop-work directives raised serious doubt about

- whether USAID leadership would have received necessary information in a timely manner and also whether directives of USAID leadership would be promptly and faithfully complied with. Instead, the best course was an across-the-board pause, where USAID leadership could then determine on a more targeted basis which programs continued to make sense for the American people, and which did not.
10. At the time the general pause on foreign aid was issued, Secretary Rubio issued four waivers for: foreign military financing for Israel and Egypt, emergency food assistance, related administrative expenses, and legitimate expenses incurred before the pause went into effect. In the days following the general pause on foreign aid, Secretary Rubio adopted a waiver process to ensure that important aid programs within the national interest would be able to continue during the period of review. For instance, on January 28, Secretary Rubio issued an emergency humanitarian waiver for life-saving humanitarian assistance programs. Along with this general waiver, the State Department issued case-by-case waivers, based on specific programs. Consistent with this approach to foreign assistance administered by the State Department, a similar pause and waiver process applied to USAID's operations to ensure they too are aligned with the President's and Secretary's priorities. And the humanitarian waiver just noted (among others) applied in full measure to USAID programs.
11. There are 4,765 direct hire full-time equivalent employees at USAID. USAID identified an initial set of 58 employees who were placed on paid administrative leave on Monday, January 27, 2025. This group included senior staff who engaged in non-compliance vis-à-vis the funding pause and stop-work orders or other acts of insubordination or questionable contracting practices or who were charged with

managing and administering initiatives no longer deemed to be in the national interest (e.g., DEI programs). On Saturday, February 1, 2024, an additional 57 employees were placed on administrative leave, many of whom engaged in similar acts of insubordination, deceit, or non-compliance with Executive Orders or USAID leadership directives.

12. USAID leadership ultimately determined that the placement of a substantial number of USAID personnel on paid administrative leave was the only effective way to pause operations, faithfully implement the pause, and conduct a full and unimpeded audit of USAID's operations and programs, consistent with the President's and Secretary's directives. Accordingly, on Monday, February 3, 2025, USAID placed an additional 606 employees on paid administrative leave; on Tuesday, February 4, 2025, another 1,416 employees were placed on paid administrative leave. On February 7, 2025, before the court in *American Foreign Service Assoc., et al. v. President Donald Trump, et al.*, No. 1:25-cv-00352-CJN (D.D.C.), issued a temporary restraining order, approximately 2,140 total USAID U.S. direct hires were on paid administrative leave. To the best of my knowledge, none of these employees were located in high-risk countries, such as Syria.

13. Approximately 98% of the 2,140 employees on paid administrative leave as of February 7, 2025, were physically located within the Continental United States, with the remaining located in developed countries like the United Kingdom or Hungary where employees face little risk of physical danger and where USAID has little to no mandate. USAID did not intentionally place any employee in a high-risk location on paid administrative leave. Upon being informed that several employees might have

temporarily been in high-risk locations, USAID immediately removed those employees from administrative leave and fully restored their preexisting access to all USAID and other government systems.

14. As is customary, each of the employees placed on administrative leave had their access restricted to USAID digital systems, including their USAID-sponsored email accounts. Given the sensitivity of government information systems, the need to protect sensitive government information, to avoid the risk of data breach, and to maintain the integrity of the ongoing pencils down review, USAID leadership thought it prudent to restrict access for those employees temporarily removed from their regular duties by being placed on paid administrative leave. As noted, these were employees physically located in the United States or other safe, developed nations where restricting their access to USAID systems posed minimal risk of danger. I am unaware of any employee in a dangerous location such as Syria whose access was impacted.
15. During this same period, and following the same principles, USAID leadership approved the termination of nearly 800 personal service contractors (PSCs), who performed work in the United States or high- or upper-middle-income countries, as defined by the World Bank. USAID has either preserved or restored access to the overwhelming majority of overseas PSCs—and to the best of my knowledge, all PSCs who may be in dangerous locations or frontline aid delivery countries. USAID will diligently work to restore access to any employee or PSC whose access was terminated in error.
16. As part of this effort to pause work at USAID, USAID leadership also conducted a review of its employees to identify which employees were essential—*i.e.*, those who

- are responsible for mission-critical functions, core leadership, and those who work on specially designated programs—and who should not be placed on administrative leave.
17. Over the course of the first week in February, USAID leadership initially determined that approximately 611 employees qualified as essential to perform USAID’s required duties and to facilitate orderly contingency and audit operations. For example, many employees in the travel office were deemed essential because they would be responsible for helping USAID employees abroad come home to the United States, if they wished to do so. Essential personnel also included subject matter experts from most parts of USAID such as the regional bureaus; a large contingent of personnel administering and overseeing emergency humanitarian, food, and medical assistance; information systems managers; security officers; legal counsel; the Chief Human Capital Officer and other human resources employees, contracting officers and others. The process of selection included senior political and career leaders who carefully contemplated an essential staff level.
18. As part of its efforts to pause work and facilitate an audit of USAID’s operations, USAID had planned to place another approximately 2,104 employees on paid administrative leave beginning on 11:59 p.m. on Friday, February 7, 2025.
19. Following the D.C. District Court’s February 7, 2025 Order, however, USAID did not place any additional employees on administrative leave, and reinstated all employees previously placed on any form of administrative leave. Moreover, USAID restored access to email, payment, and security notification systems to those employees whose access was previously limited or shut off.

20. Before the D.C. District Court's February 7, 2025 Order, USAID's website indicated that all non-essential employees would be placed on administrative leave that evening. After this Court's Order, however, USAID removed that message from its website. Moreover, USAID sent an email notice of the Order to all USAID employees.
21. On Thursday, February 13, a different judge on the District of Columbia District Court issued a temporary restraining order blocking certain foreign aid determinations.
22. On Friday, February 21, the District Court in *American Foreign Service Assoc., et al.*, denied a motion for further injunctive relief, and let its prior temporary restraining order expire.
23. All of the actions described above at USAID were taken by Secretary Rubio or myself, or USAID employees at one of our directions.
24. Neither Elon Musk nor USDS has any formal authority over me. Neither has the independent legal authority to direct me or anyone at USAID regarding access to USAID data or systems; to alter or restore email communications; to manage personnel or take personnel actions; to take any action with respect to grants, contracts, and other agreements; or to take any other similar governmental action.
25. Consistent with the President's Executive Order, E.O. 14158, Sec. 3(c), 90 Fed. Reg. 8441 (Jan. 20, 2025), I sometimes consult or coordinate with policymakers and others at USDS. But I am entitled to disregard their suggestions. I report to Secretary Rubio and President Trump, not Elon Musk or USDS.
26. Following the President's Executive Order, but before Secretary Rubio was designated as Acting Administrator and delegated to me the duties of Deputy Administrator, the Agency established a "DOGE Team" at USAID. E.O. 14158, Sec. 3(c). All Team

members have been detailed to USAID from other federal agencies, not USDS. They are treated as employees of USAID, and report to USAID leadership including Secretary Rubio and me, with supervisory duties assigned to the White House Liaison, when performing USAID duties.

27. Following the President's Executive Order, I consult with the DOGE Team on certain matters, including personnel. E.O. 14210, Sec. 3(b)(ii), 90 Fed. Reg. 9669 (Feb. 14, 2025). But Secretary Rubio and I have ultimate authority over those decisions; the DOGE Team cannot legally direct me to do anything regarding personnel, funding, or the like.

Executed this 22nd day of February, 2025

/s/ Peter Marocco

PETER MAROCCO

EXHIBIT B

Action Office: ALDACS, ECON, OECD

Info Office:

MRN: 25 STATE 6828 [Reply](#)

Date/DTG: Jan 24, 2025 / 241600Z JAN 25

From: SECSTATE WASHDC

Action: ALL DIPLOMATIC AND CONSULAR POSTS COLLECTIVE *Immediate*

E.O: 13526

TAGS: PREL, AID, EAID

Subject: Executive Order on Review of Foreign Assistance Programs

1. (U) Consistent with the President's Executive Order on Reevaluating and Realigning United States Foreign Aid, this ALDAC pauses all new obligations of funding, pending a review, for foreign assistance programs funded by or through the Department and USAID.

2. (U) Across the United States government, it is currently impossible to access sufficient information in one place to determine whether the foreign assistance policies and interests supported by appropriations are not duplicated, are effective, and are consistent with President Trump's foreign policy. The Department needs a centralized repository from which senior Department, USAID officials, Ambassadors, missions and others can draw sufficiently detailed information from which the Secretary can make judgments. Further guidance regarding a new or updated repository and mandatory bureau submissions to it will be forthcoming.

ACTIONS TO BE TAKEN

3. (U) Within thirty (30) days, the Director of the Policy Planning Staff (S/P) or its designate shall develop appropriate review standards and collaborate with the Director of the Office of Foreign Assistance (F), the Office of Budget and Planning (BP), the Office of Management and Budget (OMB), and/or other departments and agencies as appropriate to ensure that all foreign assistance is aligned with President Trump's foreign policy agenda and that data regarding all foreign assistance spending in the future is aggregated and inputted into a comprehensive internal Department repository.

4. (U) Within eighty-five (85) days of this ALDAC, the government-wide comprehensive review of all foreign assistance shall be completed, and a report shall be produced to the Secretary of State for his consideration and recommendation to the President.

5. (U) In keeping with one voice of American foreign policy, the United States government, through any department, agency or entity, shall not provide foreign assistance funded by or through the Department and USAID without the Secretary of State's authorization or the authorization of his designee.

6. (U) All U.S. foreign assistance shall be aligned under the Secretary of State's coordination, direction, and supervision, as appropriate, consistent with section 622(c) of the Foreign Assistance Act of 1961 and section 1523 of the Foreign Affairs Reform and Restructuring Act of 1998 (FARRA) within 180 days.

7. (U) Effective immediately, Assistant Secretaries and Senior Bureau Officials shall ensure that, to the maximum extent permitted by law, no new obligations shall be made for foreign assistance until such time as the Secretary shall determine, following a review. For existing foreign assistance awards, contracting officers and grant officers shall immediately issue stop-work orders, consistent with the terms of the relevant award, until such time as the Secretary shall determine, following a review. Decisions whether to continue, modify, or terminate programs will be made following this review.

8. (U) Effective immediately, pending a review of foreign assistance programs: no new requests for proposals (RFPs), requests for application (RFAs), notices of funding opportunities (NOFOs), or any other kind of solicitation or request for foreign assistance funding shall be published or processed by the Department, USAID, or other agencies implementing programs funded by the Department or USAID until each has been reviewed and approved by F as consistent with the President's policy; no further technical evaluation committees shall be convened; and there shall be no further funding obligated to awards and contracts or indefinite delivery /indefinite quantity (IDIQ) contracts.

9. (U) Effective immediately, I am suspending the review process for proposals for new foreign assistance grants, subgrants, contracts, or subcontracts. No new funds shall be obligated for new awards or extensions of existing awards until each proposed new award or extension has been reviewed and approved by F as consistent with the President Trump's agenda.

10. (U) Within thirty (30) days of the issuance of the review standards in paragraph 4, every Bureau, agency office and entity providing any type of foreign assistance shall produce to F for review a list of all active, pending, or proposed grants, subcontracts, contracts, or subcontracts, and provide a clear and concise statement explaining if and how the current or proposed use of obligated funds advances President Trump's policy.

11. (U) The spokesperson will also release a public statement to this effect.

12. (U) The Secretary of State has approved waivers of the pause under the Executive Order and this ALDAC, subject to further review, with respect to:

(a) foreign military financing for Israel and Egypt and administrative expenses, including salaries, necessary to administer foreign military financing;

(b) emergency food assistance and administrative expenses, including salaries, necessary to administer such assistance;

(c) on a temporary basis, salaries and related administrative expenses, including travel, for U.S. direct hire employees, personal services contractors, and locally employed staff;

(d) legitimate expenses incurred prior to the date of this ALDAC under existing awards or legitimate expenses associated with stop-work orders; and

(e) exceptions to the pause approved by the Director of Foreign Assistance.

DEFINITIONS

13. (U) Only for purposes of this ALDAC, foreign assistance means assistance funded from accounts in titles III and IV and from International Organizations and Programs in the Department of State, Foreign Operations, and Related Programs Appropriations Acts.

Signature: RUBIO

Drafted By: S/TT:Marocco, Peter

Cleared By: S/TT:Holler, Daniel

L:Visek, Richard

L:Dorosz, Joshua

S/TT:Anton, Michael

C:Needham, Michael

Approved By: S: Rubio, Marco

Released By: POEMS_P:Acker, Vanessa G

Info: IO COLLECTIVE *Immediate*

XMT: BASRAH, AMCONSUL; CARACAS, AMEMBASSY; CHENGDU, AMCONSUL; KABUL, AMEMBASSY; MINSK, AMEMBASSY; SANAA, AMEMBASSY; ST PETERSBURG, AMCONSUL; VLADIVOSTOK, AMCONSUL; YEKATERINBURG, AMCONSUL

Ex. B, Page 14

Exhibit C

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

J. DOE 1, et al.,

Plaintiffs,

v.

ELON MUSK, et al.,

Defendants.

Case No. 8:25-cv-00462-TDC

DECLARATION OF JEREMY LEWIN

I, Jeremy Lewin, pursuant to 28 U.S.C. 1746, hereby declare as follows:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this declaration. This declaration is based on my personal knowledge and information provided to me in my official capacity by others.

2. Since Tuesday, March 18, 2025, I have performed the duties and functions of Deputy Administrator (Policy and Programming) and Chief Operating Officer of the United States Agency for International Development (USAID).

3. In my current roles, my duties include overseeing the responsible administration of USAID's day to day activities, such as its ongoing life-saving aid programs. I have served as a policymaker at USAID since January 28, 2025, as both a Senior Advisor and Director for Strategy & Programs. I have also held similar roles at other federal agencies, including the Department of State, where I serve as a Senior Advisor to the Deputy Secretary for Management and Resources. Previously, I clerked on the U.S. Court of Appeals for the District of Columbia Circuit and worked in the private sector, as an investment banker and

Executed this 19th day of March, 2025



JEREMY LEWIN

Exhibit D

From: [Marocco, Peter W](#)
To: [REDACTED] [@eop.omb.gov](#); [REDACTED] [\(AID/A\)](#); [REDACTED] [\(AID/A\)](#); [REDACTED]
Cc: [REDACTED] [\(M/CIO\)](#); [REDACTED]; [REDACTED] [\(M/CIO/ICIO\)](#); [REDACTED] [\(LPA\)](#)
Subject: FW: Action Memo to Secretary Regarding USAID Personal Services Contractors (JPL 2-2 345pm)
Date: Sunday, February 2, 2025 4:21:12 PM

Please immediately execute the comprehensive option of termination of both level of PSC contracts.
Please let me know any additional information you need from me.

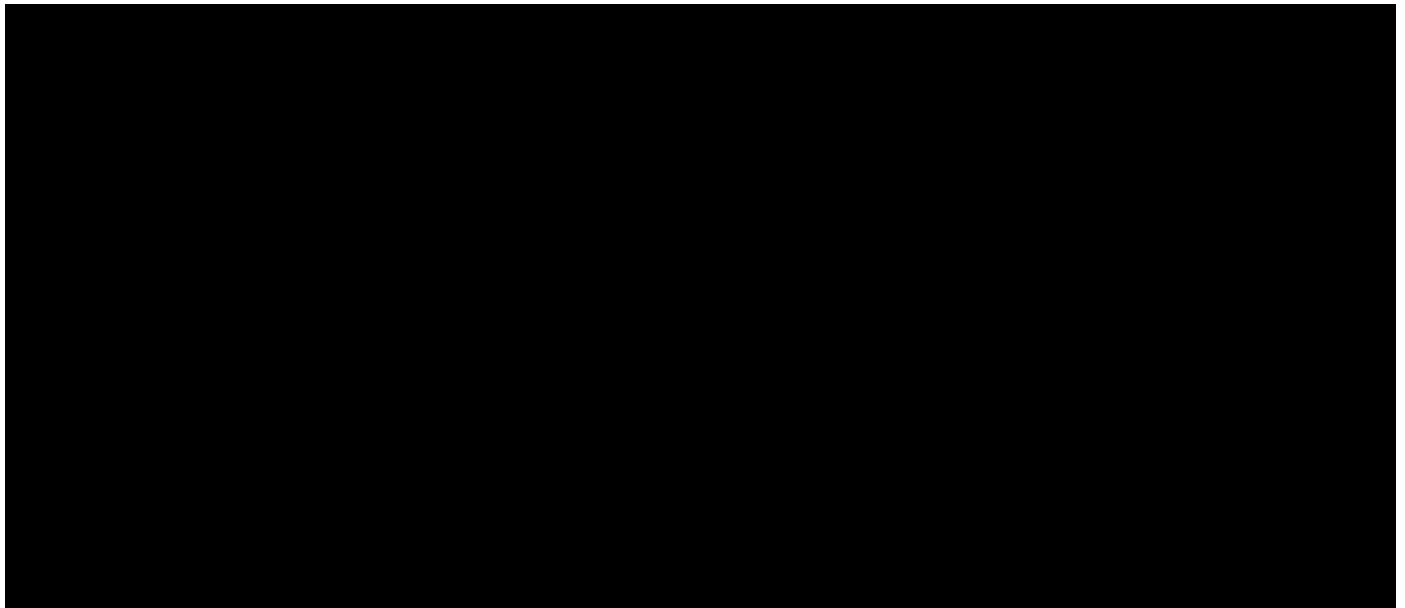
[REDACTED], we will quickly discuss messaging.

SENSITIVE BUT UNCLASSIFIED

From: Needham, Michael A [REDACTED] [@state.gov](#)>
Sent: Sunday, February 2, 2025 4:19 PM
To: Marocco, Peter W [REDACTED] [@state.gov](#)>; [REDACTED] [@state.gov](#)>; [REDACTED] [@state.gov](#)>
Cc: [REDACTED] [\(AID/A\)](#) [REDACTED] [@usaid.gov](#)>; [REDACTED] [@gsa.gov](#)
Subject: Re: Action Memo to Secretary Regarding USAID Personal Services Contractors (JPL 2-2 345pm)

Approved for both options.

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United States Department of State

Washington, DC 20520

CLASSIFICATION//SBU

February 2, 2025

Action Memo for Secretary of State Rubio, also Performing the Duties and Functions of the Administrator of the U.S. Agency for International Development

THROUGH: STATE/F – Senior Bureau Official and Advisor to the Secretary for Foreign Assistance, Pete Marocco, Office of Foreign Assistance

FROM: AID/D-PP/D-MR – Performing the Duties and Functions of Deputy Administrator Pete Marocco, U.S. Agency for International Development (USAID)

SUBJECT: (SBU) Decision to Terminate or Pause all USAID Personal Service Contracts (PSC) in high income and medium income countries.

(SBU) Recommendation 1: That you instruct USAID to terminate all Personal Service Contracts (PSC) in *high-income* countries that do not meet a waivable threshold determined by State F.
(Approve/Disapprove by 02/07/2025)

Decision: ☐ Approve ☐ Disapprove ☐ Discuss

(SBU) Recommendation 2: That you instruct USAID to terminate all Personal Service Contracts (PSC) in *high-income and medium-income* countries that do not meet a waivable threshold determined by State F.
(Approve/Disapprove by 02/07/2025)

Decision: ☐ Approve ☐ Disapprove ☐

CLASSIFICATION//SENSITIVE BUT UNCLASSIFIED (SBU)

-2-

Background

USAID's mandate is to assist primarily in low-income countries and these contracts appear to be inconsistent with the mission of USAID and diverts resources away from helping people progress beyond the need for aid. Pursuant to ADS 309.3.1.20, USAID has the authority to terminate a personal services contract with an individual providing services to USAID for convenience on the basis of changing agency priorities. USAID recommends exercising its authority to terminate these contracts for convenience in this instance, unless after further review, there are compelling reasons to keep these particular contracts active.

(SBU) Option 1 has the financial impact of saving up to **\$89,517,116.51** in obligated Funds across approximately 641 affected PSCs, while Option 2 has the financial impact of saving up to **\$127,746,565** in obligated funds across approximately 731 affected PSCs. USAID will create a waiver process for USAID staff to request a waiver for each PSC contract that is requested to continue. Those waivers for approved PSCs will be approved by State/F.

(SBU) USAID recommends Option 2.

Attachment

Tab 1 – Personal Service Contracts (PSC) in high-income and medium-income countries as defined by the World Bank.

CLASSIFICATION//SENSITIVE BUT UNCLASSIFIED (SBU)

CLASSIFICATION//SENSITIVE BUT UNCLASSIFIED (SBU)

-3-

Approved: Office of the Administrator – Pete Marocco, Acting Deputy Administrator [PM]

I confirm the drafter received guidance on this paper’s intent, objectives, topics, scope, and structure. **X Yes** ☐ **No**

Drafted: USAID, AID/A – Kenneth Jackson,
[REDACTED] [\[REDACTED\]@usaid.gov](mailto:[REDACTED]@usaid.gov), [REDACTED], and cell: [REDACTED].

Cleared:

Bureau	Name	Clearance Status
AID/A: DCoS	[REDACTED]	Clear
AID/A: CoS	[REDACTED]	Clear
STATE/F	[REDACTED]	OK
USAID/A+L	[REDACTED]	OK

CLASSIFICATION//SENSITIVE BUT UNCLASSIFIED (SBU)



For Official Use Only – Termination of Personal Services Contracts

Jami Rodgers <[REDACTED]@usaid.gov>

Wed, Feb 19, 2025 at 3:27 PM

To:

[REDACTED]

Dear Colleagues,

We have received a list of Personal Services Contracts (PSCs) that have been reviewed and identified for termination by Secretary Rubio. The cited basis for these terminations is that they are inconsistent with the mission of USAID, and divert resources from helping people progress beyond the need for aid.

Pursuant to [ADS 309.3.1.20](#) and the termination clause in each contract, USAID has the authority to terminate a personal services contract with an individual providing services to USAID for convenience on the basis of changing agency priorities. The PSCs are given a 15-day notice that their contract with USAID will be terminated per the terms and conditions of their contract.

Based on this rationale and the stated authorities, we request your support in terminating the PSCs listed on the PSC tracker. We will be sharing individual sheets with each Mission/Bureau with the specific names. Once you have taken the termination action, please note this on **column A of the PSC tracker**.

For your convenience, a PSC termination template is [REDACTED]

Please let us know if you have any questions or require further guidance. We request that you complete this action within the next day. Thank you all for your continued support.

Jami

Sensitive But Unclassified (SBU)

Exhibit E

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

PERSONAL SERVICES CONTRACTOR
ASSOCIATION,

Plaintiff,

v,

PRESIDENT DONALD TRUMP, *et al.*,

Defendants.

Civil Action No. 1:25-cv-00469

DECLARATION OF PETE MAROCCO

I, PETE MAROCCO, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. This declaration is based on my personal knowledge and information provided to me in my official capacity by others.

2. Since Thursday, January 30, 2025, I have performed the duties and functions of both Deputy Administrators of the United States Agency for International Development ("USAID" or the "Agency"). I manage the day-to-day operations at USAID including personnel matters and operations. Since January 20, 2025, I have also served as the Director of Foreign Assistance at the Department of State. Previously, I served as a United States Marine and as a Deputy Assistant Secretary at both the Department of State and the Department of Defense. Additionally, I served on a special assignment as the Senior Advisor for Intelligence and Security to the Secretary of Commerce and served as the Assistant to the Administrator at USAID, overseeing the Bureau for Conflict Prevention and Stabilization.

3. USAID has approximately 1,230 U.S. and Third Country Personal Services Contractors (collectively "PSCs"). PSCs serve as technical advisors across USAID and provide flexibility to rapidly respond to development needs and fill critical staffing gaps.

4. On February 2, 2025, USAID approved the termination of 791 PSCs that are in high- and middle-income countries like the United States, Moldova and Thailand. USAID's mandate is to assist primarily in low-income countries and these contracts appeared to be inconsistent with the mission of USAID. Some of those 791 individuals held multiple contracts, so the total number of contracts to be terminated is 814.

5. The February 2, 2025 approval was communicated to staff quickly, but terminations pursuant to that approval did not begin until February 19 and are still ongoing.

6. PSCs are being given 15 days of notice of intent to terminate, as required by their contracts.

7. As of February 23, 2025 at 9 pm, 493 termination notices have been issued, 35 contracts were determined to be no longer active (e.g., resigned, moved positions, etc.), and 286 are currently under review.

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: February 24, 2025


PETE MAROCCO

Exhibit F

April 15, 2025

Joy Anita Burriss
US Agency for International Development
Office of Acquisition and Assistance
M/OAA/BHA-CPS – UA-USAID Annex, 11th Floor
Washington, DC 20523

Subject: Contract No. 720BHA24S00007, Certified Claim

Dear Ms. Burriss:

Andrea Jeannine Danziger (“Contractor”) submits this Certified Claim to the US Agency for International Development (“USAID” or “Government”) under Personal Service Contract No. 720BHA24S00007 (“Contract”) pursuant to FAR 52.233-1 (Disputes). This Claim seeks \$660,961.63 for cost impacts associated with the Government’s breach of contract through its notice of termination dated February 19, 2025 (“Termination Notice”). The Contractor respectfully requests a decision on the Claim as provided under FAR 52.233-1(e).

I. Factual Background

On November 19, 2023, the Government awarded the Contract for the Contractor to perform certain Humanitarian Assistance Officer functions over the period of November 19, 2023 through November 18, 2028.

On February 19, 2025, the Government issued the Termination Notice, through Patricia Steckler, Acting Branch Chief, notifying the Contractor that the Contract is terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” The Termination Notice further instructed that the termination will be effective on the same day, and that the Contractor’s last day of employment will be March 6, 2025. Finally, the Termination Notice referenced the termination for convenience provision in the Contract:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor’s right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

On February 25, 2025, the Contractor acknowledged receipt of the Termination Notice via email to Patricia Steckler, requesting additional information and noting issues such as procedural concerns, the lack of bases for the termination decision, outstanding compensations, and reimbursements. The email also sought a request for an extension of the termination date to use

accrued leave. The Government never responded to this email. On March 6, 2025, the Contractor received additional communication titled “Rescission of Termination Notice for your BHA Personal Services Contract,” which revised the termination date to April 20, 2025.

II. Entitlement

A. Applicable Law

Under FAR 52.249-12 and General Provision (“GP”) 16(a)(2) of the Contract, the Government may terminate the Contract for convenience upon at least 15 days’ written notice. “The jurisprudence makes clear that termination for convenience, whether actual or constructive, is not of unlimited availability to the government, that it is not an open license to dishonor contractual obligations.” *Maxima Corp. v. United States*, 847 F.2d 1549, 1553 (Fed. Cir. 1988). The Government breaches the contract by terminating the contract for convenience on improper grounds, namely, bad faith or abuse of discretion. *Fields v. United States*, 53 Fed. Cl. 412, 417 (2002) (quoting *National Factors, Inc. v. United States*, 492 F.2d 1383, 1385 (1974)).

When considering abuse of discretion, “the Federal Circuit has identified four factors for the court to consider: (1) subjective bad faith on the part of the CO, (2) the reasonableness of the decision, (3) the amount of discretion delegated to the CO, and (4) any violations of an applicable statute or regulation.” *TigerSwan, Inc. v. United States*, 118 Fed. Cl. 447, 451 (2014). Abuse of discretion may occur when the Government’s decision to terminate is arbitrary and capricious. *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 375 (2013) (Government abused its discretion when contemporaneous justification for the termination did not comport with facts). Moreover, decisions to terminate contracts for the government’s convenience must be the product of the Contracting Officer’s independent judgment as to whether the termination was appropriate and in the government’s interests. *See generally Pac. Architects & Eng’rs, Inc. v. United States*, 491 F.2d 734, 744 (Ct. Cl. 1974) (quoting *N.Y. Shipbuilding Corp. v. United States*, 385 F.2d 427, 435 (1967)).

A termination for convenience is also improper when the Government acts in bad faith. *See Krygoski Construction Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. 1996) (“A contracting officer may not terminate for convenience in bad faith, for example, simply to acquire a better bargain from another source”). The Government may not employ the termination-for-convenience clause “to dishonor, with impunity, its contractual obligations.” *Torncello v. United States*, 681 F.2d 756, 772 (Ct. Cl. 1982). And “[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach.” *Krygoski*, 94 F.3d at 1541; *see also Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 384 (2013) (“Proof that a contract terminated for convenience was an abuse of discretion renders that contract breached” entitling contractor to lost profits.).

Here, the Government’s termination for convenience was an abuse of discretion and in bad faith. Rather than the product of the Contracting Officer’s independent judgment as to whether termination was appropriate and in the government’s interests, hundreds of Personal Service Contracts were terminated on the same day, with the identical termination notice and without any indication as to the Government’s consideration or assessment as to whether each of those contract terminations would be in the Government’s interests. Additionally, the Government’s

actions with this termination violated the law. *Does 1-26 v. Musk*, No. CV 25-0462-TDC, 2025 WL 840574, at *32 (D. Md. Mar. 18, 2025) (“the Court finds that Defendants’ actions taken to shut down USAID on an accelerated basis, including its apparent decision to permanently close USAID headquarters without the approval of a duly appointed USAID Officer, likely violated the United States Constitution in multiple ways[.]”).

The Government’s termination constitutes breach of contract, and the Contractor is entitled to breach damages for the Government’s improper termination of the Contract for convenience.

III. Quantum

The Contractor is entitled to \$660,961.63 in termination and breach damages. As detailed in Attachment 1, the Contractor calculated the quantum using a combination of historical data and actual incurred costs as documented under Statements of Earnings and Leave (Form AD-334) and submitted Public Vouchers for Purchases and Services Other Than Personal (SF 1034s). The quantum is comprised of three cost categories summarized as follows:

Cost Category	Claim Amount
Unused Leave	\$18,553.73
Lost Compensation	\$640,878.00
Other	\$1,529.90
TOTAL	\$660,961.63

Unused Leave

Unused leave includes actual accrued annual leave in the amount of 283 hours and actual accrued sick leave in the amount of 75 hours, as reflected on Statements of Earnings and Leave (Form AD-334), for a total of 358 hours of leave remaining at the time of contract termination. To determine the value of these hours, the Contractor calculated an effective hourly pay rate of \$51.83 using the annual salary of \$108,161 cited under the Statement of Earnings and Leave, dated April 3, 2025 (for pay period ending March 22, 2025), and divided by 2,087 total annual work hours (as reflected under Article IV, B, 1 of contract number 720BHA24S00007). The hours of unused leave were then multiplied by the effective hourly pay rate to derive the total value of \$18,553.73 as follows:

$$\begin{aligned}
 & (\text{Annual Leave} + \text{Sick Leave}) * (\text{Annual Salary} / \text{Annual Work Hours}) \\
 &= (283 + 75) * (\$108,161 / 2087) \\
 &= 358 * \$51.83 \\
 &= \$18,553.73
 \end{aligned}$$

Lost Compensation

Lost compensation includes wages, benefits, and incidental earnings for the remaining performance period negotiated under the contract but truncated due to the Government's termination. The period of lost compensation under this claim is April 21, 2025 through November 18, 2028.

To determine the value of lost compensation, the Contractor used historical Statements of Earnings and Leave (Form AD-334) dated November 19, 2023 through April 2025, from actual performance and payments under contract 720BHA24S00007. As reflected under these statements, the Government has historically provided a performance-based pay increase of 3.2% in mid-November each year and a cost of living increase of 2.2% in January each year. Using the Contractor's newly negotiated annualized salary rate of \$117,962,¹ which was set to take effect in February 2025, the above noted 3.2% and 2.2% salary increases were applied each year and total compensation derived accordingly. The Contractor arrived at total lost compensation of \$640,878 using the same methodology and assumptions reflected under the Article IV(C) Total Estimated Cost table of contract 720BHA24S00007.

Other

Other costs claimed include monthly health insurance reimbursables for February, March and April 2025, professional liability insurance for January 2025, and Arabic language training costs for February 2025. These allowable reimbursables were submitted for Government review and approval via Public Vouchers for Purchases and Services Other Than Personal (SF 1034s) and remain outstanding.

Relocation

The Contractor expects to incur relocation costs as a result of the termination. The Contractor reserves the right to supplement the quantum of this claim with these costs. *Square One Armoring Servs. Co. v. United States*, 162 Fed. Cl. 429, 438 (2022) (noting that parties may make adjustments to sum certain amounts without invalidating the original claim (citing *Modeer v. United States*, 68 Fed. Cl. 131, 137 (2005), *aff'd*, 183 F. App'x 975 (Fed. Cir. 2006)).

IV. Certification

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.

¹ Attachment 2, Requisition No. REQ-BHA-25-000202 (January 16, 2025).



Andrea Danziger Date

Exhibit G



March 3, 2025

MEMORANDUM FOR: Deborah Murphy
Senior Regional Humanitarian Program Officer,
#720BHA24S00014

SUBJECT: LETTER OF TERMINATION FOR CONVENIENCE

1. This memorandum serves as notice that your Personal Services Contract, number 720BHA24S00014 is hereby terminated for Convenience of the Government. It is no longer in the best interests of the United States Government to continue with this contract.
2. In compliance with the terms of your contract, termination will be 15 days from the date of this notification. Your last day of employment will be March 18, 2025. You will be in a pay status through the end of this 15 -day period. Your pay may be adjusted by any money owing to the United States Government. You may remain in your government housing through the 15 -day period. The provision in your contract which applies to this action is:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

3. I request you acknowledge your receipt of this letter by signing below. You will be provided a copy. I remain the point of contact for all issues relating to this contract and termination during the 15 -day period remaining in this contract.

PATRICIA AUDREY
STECKLER

Digitally signed by PATRICIA
AUDREY STECKLER
Date: 2025.03.03 18:50:52 -05'00'

Patricia Steckler
Contracting Officer, M/OAA/BHA-CPS/PSC
Office of Acquisition and Assistance

ACKNOWLEDGED:

PSC Name

Date

Exhibit H

May 30, 2025

Joy Anita Burriss
US Agency for International Development
Office of Acquisition and Assistance
M/OAA/BHA-CPS – UA-USAID Annex, 11th Floor
Washington, DC 20523

Subject: Contract No. 720BHA24S00014, Certified Claim

Dear Ms. Burriss:

Deborah Murphy (“Contractor”) submits this Certified Claim to the US Agency for International Development (“USAID” or “Government”) under Personal Service Contract No. 720BHA24S00014 (“Contract”) pursuant to FAR 52.233-1 (Disputes). This Claim seeks \$974,183.01 for cost impacts associated with the Government’s breach of contract through its notice of termination dated March 3, 2025 (“Termination Notice”). The Contractor respectfully requests a decision on the Claim as provided under FAR 52.233-1(e).

I. Factual Background

On November 28, 2023, the Government awarded the Contract for the Contractor to perform certain Humanitarian Assistance Officer functions over the period of December 31, 2023, through December 30, 2028.

On March 3, 2025, the Government issued the Termination Notice, through Patricia Steckler, Contracting Officer, notifying the Contractor that the Contract is terminated “for Convenience of the Government,” as it is “no longer in the in the best interests of the United States Government to continue with this contract.” The Termination Notice further instructed that the termination will be effective 15 days from the notification of termination, and that the Contractor’s last day of employment will be March 18, 2025. Finally, the Termination Notice referenced the termination for convenience provision in the Contract:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor’s right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

On March 7, 2025, the Government emailed the Contractor, notifying her that the termination date was revised to April 17, 2025. On April 15, 2025, the Government, through Contracting Officer Patricia Steckler issued a unilateral modification, P00003, to formally “terminate the contract” effective April 17, 2025.

II. Entitlement

A. Applicable Law

Under FAR 52.249-12 and General Provision (“GP”) 16(a)(2) of the Contract, the Government may terminate the Contract for convenience upon at least 15 days’ written notice. “The jurisprudence makes clear that termination for convenience, whether actual or constructive, is not of unlimited availability to the government, that it is not an open license to dishonor contractual obligations.” *Maxima Corp. v. United States*, 847 F.2d 1549, 1553 (Fed. Cir. 1988). The Government breaches the contract by terminating the contract for convenience on improper grounds, namely, bad faith or abuse of discretion. *Fields v. United States*, 53 Fed. Cl. 412, 417 (2002) (quoting *National Factors, Inc. v. United States*, 492 F.2d 1383, 1385 (1974)).

When considering abuse of discretion, “the Federal Circuit has identified four factors for the court to consider: (1) subjective bad faith on the part of the CO, (2) the reasonableness of the decision, (3) the amount of discretion delegated to the CO, and (4) any violations of an applicable statute or regulation.” *TigerSwan, Inc. v. United States*, 118 Fed. Cl. 447, 451 (2014). Abuse of discretion may occur when the Government’s decision to terminate is arbitrary and capricious. *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 375 (2013) (Government abused its discretion when contemporaneous justification for the termination did not comport with facts). Moreover, decisions to terminate contracts for the government’s convenience must be the product of the Contracting Officer’s independent judgment as to whether the termination was appropriate and in the government’s interests. *See generally Pac. Architects & Eng’rs, Inc. v. United States*, 491 F.2d 734, 744 (Ct. Cl. 1974) (quoting *N.Y. Shipbuilding Corp. v. United States*, 385 F.2d 427, 435 (1967)).

A termination for convenience is also improper when the Government acts in bad faith. *See Krygoski Construction Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. 1996) (“A contracting officer may not terminate for convenience in bad faith, for example, simply to acquire a better bargain from another source”). The Government may not employ the termination-for-convenience clause “to dishonor, with impunity, its contractual obligations.” *Torncello v. United States*, 681 F.2d 756, 772 (Ct. Cl. 1982). And “[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach.” *Krygoski*, 94 F.3d at 1541; *see also Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 384 (2013) (“Proof that a contract terminated for convenience was an abuse of discretion renders that contract breached” entitling contractor to lost profits.).

Here, the Government’s termination for convenience was an abuse of discretion and in bad faith. Rather than the product of the Contracting Officer’s independent judgment as to whether termination was appropriate and in the government’s interests, hundreds of Personal Service Contracts were terminated on the same day, with the identical termination notice and without any indication as to the Government’s consideration or assessment as to whether each of those contract terminations would be in the Government’s interests. Additionally, the terminations were likely to have been in furtherance of violations of law. *See Does 1-26 v. Musk*, No. CV 25-0462-TDC, 2025 WL 1020995 (4th Cir. Mar. 28, 2025) (Gregory, C.J., concurring) (“The Executive branch may not eliminate a congressionally created and funded agency without

congressional authorization. By doing so here, the Defendants' actions *violated a core tenet of our Constitution.*") (emphasis added).

The Government's termination constitutes breach of contract, and the Contractor is entitled to breach damages for the Government's improper termination of the Contract for convenience.

III. Quantum

The Contractor is entitled to \$974,183.01 in termination and breach damages. The Contractor calculated the quantum using a combination of historical data and actual incurred costs as documented under Statements of Earnings and Leave (Form AD-334). The quantum is comprised of three cost categories summarized as follows:

Cost Category	Claim Amount
Unused Leave	\$59,175.91
Lost Compensation	\$915,007.10
TOTAL	\$974,183.01

Unused Leave

Unused leave includes actual accrued annual leave in the amount of 408 hours, actual accrued sick leave in the amount of 432 hours, and regulatory compensatory time of 23 hours as reflected on Statements of Earnings and Leave (Form AD-334), for a total of 863 hours of leave remaining at the time of contract termination. To determine the value of these hours, the Contractor calculated an effective hourly pay rate of \$68.77 using the annual salary of \$143,111 cited under the Statement of Earnings and Leave, dated May 1, 2025 (for pay period ending April 19, 2025), and divided by 2,087 total annual work hours (as reflected under Article IV, B, 1 of contract number 720BHA24S00014). The hours of unused leave were then multiplied by the effective hourly pay rate to derive the total value of \$59,175.91 as follows:

$$(\text{Annual Leave} + \text{Sick Leave} + \text{Regulatory Compensatory Time}) * (\text{Annual Salary} / \text{Annual Work Hours})$$

$$= (408 + 432 + 23) * (\$143,111 / 2087)$$

$$= 863 * \$68.77$$

$$= \$59,175.91$$

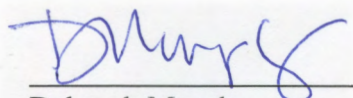
Lost Compensation

Lost compensation includes wages, benefits, and incidental earnings for the remaining performance period negotiated under the contract but truncated due to the Government's termination. The period of lost compensation under this claim is April 18, 2025, through December 30, 2028.

To determine the value of lost compensation, the Contractor used historical Statements of Earnings and Leave (Form AD-334) dated January 11, 2024, through May 1, 2025, from actual performance and payments under contract 720BHA24S00014. As reflected under these statements, the Government has historically provided a performance-based pay increase of 3.0% in the end of December each year and a cost of living increase of 2.1% in January each year. Using the Contractor's newly last annualized salary rate of \$143,111, which was last listed in the May 2025 leave and earning statement, the above noted 3.0% and 2.1% salary increases were applied each year and total compensation derived accordingly. The Contractor arrived at total lost compensation of \$915,007.10 using the same methodology and assumptions reflected under the Article IV(C) Total Estimated Cost table of contract 720BHA24S00014.

IV. Certification

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.


Deborah Murphy

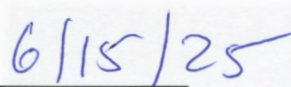

Date

Exhibit I



Mark Herzberg <mherzberg@usaid.gov>

(SBU) Action Required: 72029422S00001 Mark Herzberg -PSC Termination

1 message

psteckler@usaid.gov <psteckler@usaid.gov>

Thu, Apr 3, 2025 at 9:59 PM

To: mherzberg@usaid.gov

Cc: industryliaison@usaid.gov

Dear Mark Herzberg,

Please see attached termination letter for your PSC 72029422S00001. Please return an acknowledgement per the instructions in the letter. Thank you.

Patricia Steckler,
Contracting Officer
USAID

Sensitive But Unclassified (SBU)



72029422S00001 - HERZBERG MARK - PSC Termination.pdf

289K



April 3, 2025

MEMORANDUM FOR: HERZBERG MARK

FROM: CONTRACTING OFFICER/EXECUTIVE OFFICER, USAID

SUBJECT: LETTER OF TERMINATION FOR CONVENIENCE - USPSC

1. This memorandum serves as notice that your Personal Services Contract, number 72029422S00001 is hereby terminated for the Convenience of the Government. It is no longer in the best interests of the United States Government to continue with this contract.

2. Your last day of employment and modified contract end date will be **September 02, 2025**. You will be in a pay status through the adjusted contract end date stated herein. Your pay may be adjusted by any money owed to the United States Government. **You are required to complete your travel, if applicable, no later than August 15, 2025.** The provision in your contract which applies to this action is:

Contract Clause General Provision (GP) 16, "Termination", paragraph (a) (2):

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

This termination of contract action is necessary to restructure USAID's operations to better reflect Agency priorities and the foreign policy priorities of the United States. This termination action does not reflect on your service, performance, or conduct. It is being taken solely for the reason stated.

3. **Please acknowledge receipt of this letter by signing below, return it to the cognizant Contracting/Executive officer and the industry liaison at industryliaison@usaid.gov and retain a copy for your records.** The cognizant Contracting/Executive Officer will be following up with you shortly regarding USAID's Exit and Separation (offboarding) procedures and will remain the point of contact under the contract through its revised end date stated herein.

**PATRICIA
AUDREY
STECKLER**

Digitally signed by
PATRICIA AUDREY
STECKLER
Date: 2025.04.03 11:42:11
-04'00'

Contracting/Executive Officer

(Received by)
HERZBERG MARK

(Date)

Exhibit J

August 10, 2025

Daniel Harter
US Agency for International Development
Office of Acquisition and Assistance
M/OAA/BHA-CPS – UA-USAID Annex, 11th Floor
Washington, DC 20523

Subject: Contract No. 72029422S00001, Certified Claim

Dear Mr. Daniel Harter:

Mark Herzberg (“Contractor”) submits this Certified Claim to the US Agency for International Development (“USAID” or “Government”) under Personal Service Contract No. 72029422S00001 (“Contract”) pursuant to FAR 52.233-1 (Disputes). This Claim seeks \$445,617.57 for cost impacts associated with the Government’s breach of contract through its notice of termination dated April 3, 2025 (“Termination Notice”). The Contractor respectfully requests a decision on the Claim as provided under FAR 52.233-1(e).

I. Factual Background

On June 22, 2022, the Government awarded the Contract for the Contractor to perform certain Deputy Executive Officer functions over the base period of June 24, 2022 through June 23, 2027.

On April 3, 2025, the Government issued the Termination Notice, through Patricia Audrey Steckler, notifying the Contractor that the Contract is terminated “for Convenience of the Government,” as it is “no longer in the best interests of the United States Government to continue with this contract.” The Termination Notice further instructed that the Contractor’s last day of employment will be September 2, 2025. Finally, the Termination Notice referenced the termination for convenience provision in the Contract:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor’s right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

On June 16, 2025, the Government, through Contracting Officer Daniel Harter, issued a unilateral modification, Amendment/Modification No. 5, to formally “[r]ecord the Termination of Convenience . . . thereby revising the completion date of the award to September 2, 2025.”

II. Entitlement

A. Applicable Law

Under FAR 52.249-12 and General Provision (“GP”) 16(a)(2) of the Contract, the Government may terminate the Contract for convenience upon at least 15 days’ written notice. “The jurisprudence makes clear that termination for convenience, whether actual or constructive, is not of unlimited availability to the government, that it is not an open license to dishonor contractual obligations.” *Maxima Corp. v. United States*, 847 F.2d 1549, 1553 (Fed. Cir. 1988). The Government breaches the contract by terminating the contract for convenience on improper grounds, namely, bad faith or abuse of discretion. *Fields v. United States*, 53 Fed. Cl. 412, 417 (2002) (quoting *National Factors, Inc. v. United States*, 492 F.2d 1383, 1385 (1974)).

When considering abuse of discretion, “the Federal Circuit has identified four factors for the court to consider: (1) subjective bad faith on the part of the CO, (2) the reasonableness of the decision, (3) the amount of discretion delegated to the CO, and (4) any violations of an applicable statute or regulation.” *TigerSwan, Inc. v. United States*, 118 Fed. Cl. 447, 451 (2014). Abuse of discretion may occur when the Government’s decision to terminate is arbitrary and capricious. *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 375 (2013) (Government abused its discretion when contemporaneous justification for the termination did not comport with facts). Moreover, decisions to terminate contracts for the government’s convenience must be the product of the Contracting Officer’s independent judgment as to whether the termination was appropriate and in the government’s interests. *See generally Pac. Architects & Eng’rs, Inc. v. United States*, 491 F.2d 734, 744 (Ct. Cl. 1974) (quoting *N.Y. Shipbuilding Corp. v. United States*, 385 F.2d 427, 435 (1967)).

A termination for convenience is also improper when the Government acts in bad faith. *See Krygoski Construction Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. 1996) (“A contracting officer may not terminate for convenience in bad faith, for example, simply to acquire a better bargain from another source”). The Government may not employ the termination-for-convenience clause “to dishonor, with impunity, its contractual obligations.” *Torncello v. United States*, 681 F.2d 756, 772 (Ct. Cl. 1982). And “[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach.” *Krygoski*, 94 F.3d at 1541; *see also Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 384 (2013) (“Proof that a contract terminated for convenience was an abuse of discretion renders that contract breached” entitling contractor to lost profits.).

Here, the Government’s termination for convenience was an abuse of discretion and in bad faith. Rather than the product of the Contracting Officer’s independent judgment as to whether termination was appropriate and in the government’s interests, hundreds of Personal Service Contracts were terminated on the same day, with the identical termination notice and without any indication as to the Government’s consideration or assessment as to whether each of those contract terminations would be in the Government’s interests. Additionally, the terminations were likely to have been in furtherance of violations of law. *See Does 1-26 v. Musk*, No. CV 25-0462-TDC, 2025 WL 1020995 (4th Cir. Mar. 28, 2025) (Gregory, C.J., concurring) (“The Executive branch may not eliminate a congressionally created and funded agency without congressional authorization. By doing so here, the Defendants’ actions *violated a core tenet of our Constitution.*”) (emphasis added).

The Government's termination constitutes breach of contract, and the Contractor is entitled to breach damages for the Government's improper termination of the Contract for convenience.

III. Quantum

The Contractor is entitled to **\$445,617.57** in termination and breach damages. The Contractor calculated the quantum using a combination of historical data and actual incurred costs as documented under Statements of Earnings and Leave (Form AD-334) and submitted Public Vouchers for Purchases and Services Other Than Personal (SF 1034s). The quantum is comprised of two cost categories summarized as follows:

Cost Category	Claim Amount
Unused Leave	\$114,594.00
Lost Compensation	\$331,023.57
TOTAL	\$445,617.57

Unused Leave

Unused leave includes actual accrued sick leave in the amount of 1704 hours as reflected on the Contractor's most recently available Statements of Earnings and Leave (Form AD-334). To determine the value of these hours, the Contractor calculated an effective hourly pay rate of \$67.25 using the annual salary of \$140,354 cited under the most recently available Statement of Earnings and Leave, and divided by 2,087 total annual work hours (as reflected under Article IV of the Contract). The hours of unused leave were then multiplied by the effective hourly pay rate to derive the total value of \$114,594.00.

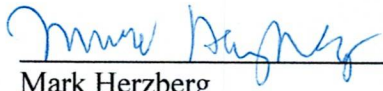
Lost Compensation

Lost compensation includes wages, benefits, and incidental earnings for the remaining performance period negotiated under the contract but truncated due to the Government's termination. The period of lost compensation under this claim is September 3, 2025 through June 23, 2027.

To determine the value of lost compensation, the Contractor used historical Statements of Earnings and Leave (Form AD-334) from actual performance and payments under the Contract. As reflected under these statements, the Government has historically provided a performance-based pay increase of 3% in June each year and a cost of living increase of 2.1% in January of each year. Using the Contractor's most recent annual salary of \$140,354, the above noted 3% and 2.1% salary increases were applied each year and total compensation derived accordingly. The Contractor arrived at total lost compensation of \$331,023.57 using the same methodology and assumptions reflected under the Compensation section of the Contract.

IV. Certification

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.



Mark Herzberg



Date

Exhibit K

02/19/2025

MEMORANDUM FOR: Kenneth Sklaw

FROM: Joseph T. Hamilton, Contracting Officer, M/OAA/GH

SUBJECT: LETTER OF TERMINATION FOR CONVENIENCE

1. This memorandum serves as notice that your Personal Services Contract, number **7200AA22S00013** is hereby terminated for Convenience of the Government. It is no longer in the best interests of the United States Government to continue with this contract.

2. In compliance with the terms of your contract, termination will be 15 days from the date of this notification. Your last day of employment will be March 06, 2025. You will be in a pay status through the end of this 15-day period. Your pay may be adjusted by any money owing to the United States Government. The provision in your contract which applies to this action is:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor's right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

3. I request you acknowledge receipt of this letter by responding via email to the undersigned. I remain the point of contact for all issues relating to this contract and termination during the 15-day period remaining in this contract.

JOSEPH
TONY
HAMILTON Sr
(affiliate)

Digitally signed by
JOSEPH TONY
HAMILTON Sr
(affiliate)
Date: 2025.02.19
11:38:48 -05'00'

Joseph T. Hamilton
Contracting Officer

cc: Supervisor, Willa Pressman

Exhibit L

September 12, 2025

Joseph Hamilton
US Agency for International Development
Office of Acquisition and Assistance
M/OAA/BHA-CPS – UA-USAID Annex, 11th Floor
Washington, DC 20523

Subject: Contract No. 7200AA22RS00013, Certified Claim

Dear Mr. Hamilton:

Kenneth Sklaw (“Contractor”) submits this Certified Claim to the US Agency for International Development (“USAID” or “Government”) under Personal Service Contract No. 7200AA22RS00013 (“Contract”) pursuant to FAR 52.233-1 (Disputes). This Claim seeks \$141,140.80 for cost impacts associated with the Government’s breach of contract through its notice of termination (“Termination Notice”) issued on February 19, 2025. The Contractor respectfully requests a decision on the Claim as provided under FAR 52.233-1(e).

I. Factual Background

On August 24, 2022, the Government awarded the Contract for the Contractor to perform certain Global Health Development Specialist functions over the base period of August 29, 2022, through August 28, 2023. The Contract allowed for the Supervising Officer to exercise additional option years. The last bilateral modification exercising an option period extended the Contract’s period of performance through August 28, 2025.

On February 19, 2025, the Government issued the Termination Notice, through Joseph Hamilton, Contracting Officer, notifying the Contractor that the Contract is terminated “for Convenience of the Government,” as it is “no longer in the best interests of the United States Government to continue with this contract.” The Termination Notice further instructed that the termination will be effective 15 days from the notice of termination, and that the Contractor’s last day of employment will be March 6, 2025. Finally, the Termination Notice referenced the termination for convenience provision in the Contract:

GP. 16 (a) (2) For the convenience of USAID, by giving not less than 15 calendar days advance written notice to the contractor. Upon such a termination, contractor’s right to compensation shall cease when the period specified in such notice expires except that the contractor shall be entitled to any unused vacation leave, return transportation costs and travel allowances and transportation of unaccompanied baggage costs at the rate specified in the contract and subject to the limitations which apply to authorized travel status.

On March 24, 2025, the Government, through Contracting Officer Abibou Oussantidja, issued a unilateral modification, P00003, to formally “terminate contract number 7200AA22S00013 effective March 6, 2025.”

II. Entitlement

A. Applicable Law

Under FAR 52.249-12 and General Provision (“GP”) 16(a)(2) of the Contract, the Government may terminate the Contract for convenience upon at least 15 days’ written notice. “The jurisprudence makes clear that termination for convenience, whether actual or constructive, is not of unlimited availability to the government, that it is not an open license to dishonor contractual obligations.” *Maxima Corp. v. United States*, 847 F.2d 1549, 1553 (Fed. Cir. 1988). The Government breaches the contract by terminating the contract for convenience on improper grounds, namely, bad faith or abuse of discretion. *Fields v. United States*, 53 Fed. Cl. 412, 417 (2002) (quoting *National Factors, Inc. v. United States*, 492 F.2d 1383, 1385 (1974)).

When considering abuse of discretion, “the Federal Circuit has identified four factors for the court to consider: (1) subjective bad faith on the part of the CO, (2) the reasonableness of the decision, (3) the amount of discretion delegated to the CO, and (4) any violations of an applicable statute or regulation.” *TigerSwan, Inc. v. United States*, 118 Fed. Cl. 447, 451 (2014). Abuse of discretion may occur when the Government’s decision to terminate is arbitrary and capricious. *Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 375 (2013) (Government abused its discretion when contemporaneous justification for the termination did not comport with facts). Moreover, decisions to terminate contracts for the government’s convenience must be the product of the Contracting Officer’s independent judgment as to whether the termination was appropriate and in the government’s interests. *See generally Pac. Architects & Eng’rs, Inc. v. United States*, 491 F.2d 734, 744 (Ct. Cl. 1974) (quoting *N.Y. Shipbuilding Corp. v. United States*, 385 F.2d 427, 435 (1967)).

A termination for convenience is also improper when the Government acts in bad faith. *See Krygoski Construction Co. v. United States*, 94 F.3d 1537, 1541 (Fed. Cir. 1996) (“A contracting officer may not terminate for convenience in bad faith, for example, simply to acquire a better bargain from another source”). The Government may not employ the termination-for-convenience clause “to dishonor, with impunity, its contractual obligations.” *Torncello v. United States*, 681 F.2d 756, 772 (Ct. Cl. 1982). And “[w]hen tainted by bad faith or an abuse of contracting discretion, a termination for convenience causes a contract breach.” *Krygoski*, 94 F.3d at 1541; *see also Gulf Grp. Gen. Enters. Co. W.L.L. v. United States*, 114 Fed. Cl. 258, 384 (2013) (“Proof that a contract terminated for convenience was an abuse of discretion renders that contract breached” entitling contractor to lost profits.).

Here, the Government’s termination for convenience was an abuse of discretion and in bad faith. Rather than the product of the Contracting Officer’s independent judgment as to whether termination was appropriate and in the government’s interests, hundreds of Personal Service Contracts were terminated on the same day, with the identical termination notice and without any indication as to the Government’s consideration or assessment as to whether each of those contract terminations would be in the Government’s interests. Additionally, the terminations

were likely to have been in furtherance of violations of law. *See Does 1-26 v. Musk*, No. CV 25-0462-TDC, 2025 WL 1020995 (4th Cir. Mar. 28, 2025) (Gregory, C.J., concurring) (“The Executive branch may not eliminate a congressionally created and funded agency without congressional authorization. By doing so here, the Defendants’ actions *violated a core tenet of our Constitution.*”) (emphasis added).

The Government’s termination constitutes breach of contract, and the Contractor is entitled to breach damages for the Government’s improper termination of the Contract for convenience.

III. Quantum

The Contractor is entitled to \$141,140.80 in termination and breach damages. The Contractor calculated the quantum using a combination of historical data and actual incurred costs as documented under Statements of Earnings and Leave (Form AD-334). The quantum is comprised of two cost categories summarized as follows:

Cost Category	Claim Amount
Unused Leave	\$7,814.73
Lost Compensation	\$133,326.07
TOTAL	\$141,140.80

Unused Leave

Unused leave includes actual accrued sick leave in the amount of 99.5 hours as reflected on the Contractor’s most recently available Statements of Earnings and Leave (Form AD-334), for a total of 99.5 hours of leave remaining at the time of contract termination. To determine the value of these hours, the Contractor calculated an effective hourly pay rate of \$78.54 using the annual salary of \$163,912.00 cited under the most recently available Statement of Earnings and Leave, and divided by 2,087 total annual work hours (as reflected under Article IV of the Contract). The hours of unused leave were then multiplied by the effective hourly pay rate to derive the total value of \$7,814.73.

Lost Compensation

Lost compensation includes wages, benefits, and incidental earnings for the remaining performance period negotiated under the contract but truncated due to the Government’s termination. The period of lost compensation under this claim is March 7, 2025, through August 28, 2025.

To determine the value of lost compensation, the Contractor used historical Statements of Earnings and Leave (Form AD-334) from actual performance and payments under the Contract. As reflected under these statements, the Government has historically provided a performance-based pay increase of 3% in August of each year and a cost of living increase of 2.1% in January of each year. Using the Contractor’s most recent annual salary of \$163,912.00, the above noted 3% and 2.1% salary increases were applied each year and total compensation derived

accordingly. The Contractor arrived at total lost compensation of \$133,326.07 using the same methodology and assumptions reflected under the Compensation section of the Contract.

IV. Certification

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.

 September 12, 2025
Kenneth Sklaw Date

Exhibit M



USAID
FROM THE AMERICAN PEOPLE

OMB No: 0412-0602
Expiration Date: 10/31/2023
Page 1 of 56 Pages

CONTRACT WITH AN INDIVIDUAL FOR PERSONAL SERVICES

The Privacy Act Statement is found at the end of this form

1. Name (Last, First and Middle Names) and Address Danziger, Andrea Jeannine 9210 Bacon Street Mason, OH 45040		2. Citizenship: USA Lawful Permanent Resident of the U.S. (Green Card Holder) ☐ Yes ☒ No		3. Contract Number 720BHA24S00007		4. Ethics Code ☒ N ☐ C ☐ P	
5. Country of Performance 000 - USA		6. Effective Date 11/19/2023		7. Estimated Completion Date 11/18/2028		8. Contract Type ☒ U.S. ☐ CCN ☐ TCN	
9. Benefits Plan ☐ CCN/TCN - Local Compensation Plan (LCP) ☐ TCN - not subject to LCP ☐ U.S. - Resident Hire ☒ U.S. - Abroad/U.S.-based		10. Obligation Amount (at award) \$139,039.00		11. Total Estimated Cost \$790,595.00			
12. Requisition Number REQ-BHA-24-000013		13. Technical Office (Name, Office Symbol, Address) US Agency for International Development Bureau for Humanitarian Assistance BHA/MENAE- RRB, Room 8.06 Washington, DC 20523-8602		14. Supervising Officer (Name and Title) Middle East and Levant Division Chief			
15. Solicitation Number 720BHA22R00059				16. Position Title Humanitarian Assistance Officer			
17. Contracting Office (Name, Office Symbol, Address) US Agency for International Development Office of Acquisition and Assistance M/OAA/BHA-CPS/PSC - UA-USAID Annex, 11th Floor Washington, DC 20523							
18. Administered By (If other than Contracting Office in Block 17)							
19. PSC AUTHORITIES Awarded Pursuant to: ☒ Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended. ☐ Annual Foreign Operations Appropriations ☐ Other - Specify:							
20. Accounting & Classification Codes: See Article IV of the Schedule							
21. Payment will be made by (Name, Office Symbol, Address) Office of Financial Management M/CFO/CMP - UA-USAID Annex, 8th Floor Washington, DC 20523							
This Contract consists of this Cover Page, the Schedule and AIDAR and FAR Clauses.							
22. Signature of Contractor 				23. Signature of Contracting Officer JOY ANITA BURRISS (affiliate) Digitally signed by JOY ANITA BURRISS (affiliate) Date: 2023.11.16 16:39:05 -05'00'			
24. Typed or Printed Name Andrea J. Danziger				25. Typed or Printed Name Joy Burris, Contracting Officer, M/OAA/BHA-CPS/PSC			
26. Date 11/01/2023				27. Date			

The United States of America, herein called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the AIDAR and FAR Clauses. To the extent of any inconsistency between the Schedule or the Clauses and any specifications or other provisions, which are made a part of this contract, by reference or otherwise, the Schedule and the Clauses shall control. To the extent of any inconsistency between the Schedule and the Clauses, the Schedule shall control.

SPECIAL NOTE:

For U.S. Citizens and U.S. Resident Aliens: As an employee for purposes of Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended (22 USC 2396(a)(3)), the Contractor is generally an employee of the United States for purposes of laws other than those administered by the Office of Personnel Management (i.e., Title 5, United States Code). This includes being an employee of the United States for the purposes of Title 26, United States Code, which subjects the Contractor to withholding for both FICA and Federal Income Tax, and precludes the Contractor from receiving the federal earned income tax exclusion of 26 USC Section 911.

PRIVACY ACT STATEMENT

PRA Burden Statement: The collection is required to obtain or retain benefits. The estimated burden per response is fifteen minutes. The respondent is not obligated to respond unless a valid OMB control number is displayed on the form. Any comments related to the burden estimate can be sent to pscpolicymailbox@usaid.gov.

Authority: The authorities for the collection of information are: Foreign Assistance Act, Pub. L. 87-165, as amended; 48 CFR 37.104, Personal services contracts; and 48 CFR Ch. 7, App. D, Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad; and 48 CFR Ch. 7, App. J, Direct USAID Contracts with a Cooperating Country National and with a Third Country National for Personal Services Abroad.

Purpose: This form collects personal information on individuals who are awarded USAID personal services contracts. This form serves as the cover sheet of the contract with the individual and the acceptance by the personal services contractor and the contracting officer to the terms of the contract.

Routine Uses: In addition to those disclosures generally permitted under the Privacy Act of 1974, the information collected may be disclosed according to the routine uses stated in the System of Records Notice titled, "USAID-34, Personal Services Contractor Records" published in the Federal Register under 80 FR 11391.

Disclosure: Providing personal identifiable information is voluntary; however, if the requested information is not provided, it may delay or prevent the execution of the personal services contract.

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**B – SCHEDULE
USPSC AWARD**

ARTICLE I -- STATEMENT OF DUTIES

BACKGROUND

The United States Agency for International Development (USAID)'s Bureau for Humanitarian Assistance (BHA) is responsible for facilitating and coordinating U.S. Government (USG) humanitarian assistance overseas in response to all types of international disasters, including slow-onset disasters such as droughts or famine; natural disasters such as earthquakes or floods; and human-made disasters such as conflict or war. BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance falling into two conceptual areas:

- *Humanitarian Response* activities comprise needs-based humanitarian assistance provided to save lives, alleviate suffering, and protect human dignity during and in the aftermath of emergencies. Humanitarian assistance is grounded in humanitarian principles and is directed toward the most vulnerable populations.
- *Early Recovery, Risk Reduction, and Resilience (ER4)* activities will set the initial foundations for longer-term recovery as appropriate, and will work in close conjunction with humanitarian assistance. Early recovery is an approach that supports communities impacted by crises to protect and restore basic systems and service delivery. Early recovery builds on humanitarian response efforts and establishes the initial foundations of long-term recovery. Early recovery activities are implemented for a specified, appropriate timeframe that assists populations recovering from an identifiable shock. Risk reduction is the prevention of new and reduction of existing disaster risk and management of residual risk, which contributes to strengthening resilience and to the achievement of sustainable development. Resilience is the ability of people, households, communities, countries, and systems to mitigate, adapt to, and recover from shocks and stresses in a manner that reduces chronic vulnerability and facilitates inclusive growth.

BHA has seven offices, as follows:

The Bureau's three geographic offices are: (1) Office of Africa; (2) Office of Asia, Latin America, and the Caribbean; and (3) the Office of the Middle East, North Africa, and Europe. Each geographic office designs, provides, and assesses humanitarian assistance for their respective regions, including assistance related to responding to, recovering from, and reducing the risk of human-made and natural disasters, while linking with other USAID investments that build resilience.

The Office of Global Policy, Partnerships, Programs, and Communications (G3PC) shapes and influences USAID's role within the international humanitarian system; leads engagement on a range of policy, programmatic, and operational issues; and positions the Agency to influence collective response to emergency needs across the globe.

The Office of Technical and Program Quality (TPQ) leads the Bureau's efforts to provide high-quality programmatic and technical leadership, oversight, and guidance. In addition, TPQ leads the Bureau's external engagement with academia and coordinates research to advance the effectiveness, efficiency, and impact of humanitarian and multi-year programming.

The Office of Humanitarian Business and Management Operations (HBMO) is responsible for maintaining 24/7 operability by providing leadership, planning, quality assurance, technical expertise, and process management. HBMO ensures effective stewardship of the Bureau's support services, including workforce planning, staffing, financial management, internal controls, facilities operations, and infrastructure.

The Office of Field and Response Operations (FARO) leads and manages operational assistance and the purchase and delivery of goods and services in response to declared foreign disasters and international humanitarian needs in key functional areas, including supply-chain management, procurement, logistics, oversight, and operational coordination with the U.S. military.

OBJECTIVE

The Humanitarian Assistance Officer (HAO) supports the work of the Bureau for Humanitarian Assistance (BHA) and works closely with program, technical, and policy units in BHA/Washington and overseas to plan, implement, oversee, and analyze BHA humanitarian programs. As an HAO, you will be based in Washington, D.C. and may occasionally travel to other assigned regions.

This position is located within one of BHA's three geographical offices: the Office of Africa, the Office of Asia, Latin America, and the Caribbean (ALAC), or the Office of the Middle East, North Africa, Europe (MENA). Each Office manages the programming done in those regions of the world. You will be placed on a regional team based on experience and BHA needs and will report to the Team Lead or Deputy Team Lead.

DUTIES AND RESPONSIBILITIES

Candidates selected at the GS-12 may have an opportunity for advancement to the GS-13 equivalent after at least two years at the GS-12 level, if the individual receives a recommendation from the supervisor for advancement along with an Exceeds Fully Successful performance evaluation. Advancement to the GS-13 level is not guaranteed.

Working under the guidance and supervision of the Team Lead or designee for the assigned region of responsibility, the HAO will perform the following:

At the GS-9 equivalent level

Contextual Knowledge and Learning:

- Monitor humanitarian context for assigned country/team, tracking emerging disasters and crises; changes in engagement with host country governments, partners, and other donors; and opportunities for transitions to resilience programs.

Manage and Administer Emergency and/or Early Recovery, Risk Reduction, or Resilience related Grants:

- With support from senior team members, coordinate the entire award cycle with external partners, including UN agencies and NGOs.
- Input award data, including proposals, feedback to partners, financial data, and program reports, into administrative and financial tracking systems.

- Review grant applications for completeness, alignment with BHA funding priorities and technical guidance, and suitability to the country context.
- Identify trends and challenges in award implementation.
- Track and process all post-award management issues to ensure timely response to partner requests.
- Ensure award administration complies with Agency and Bureau guidance (e.g. USAID Automated Directives Systems (ADS), USAID policies, US Code of Federal Regulations, BHA Emergency Application Guidelines).
- Participate in the award evaluation process.
- Monitor awards for compliance with the terms of the contracts or grants and address irregularities according to USAID guidance.

Award Problem Solving:

- Working with senior team members, troubleshoot award processing and management issues using a variety of sources, including USAID and BHA policies and regulations.

Coordinate Portfolio Activities:

- Maintain ongoing communication with partners to monitor implementation progress. Provide time-sensitive updates or responses to requests for information on portfolio activities to the Deputy Team Lead or Team Lead.
- Participate in program-related planning efforts, such as country strategies, budget development/planning, or scenario-based contingency planning.
- Ensure filing systems are maintained and updated.
- Occasionally travel to regions in the assigned portfolio to meet with partners and monitor award implementation.

Frequently used Written and Oral Communication:

- Draft official USG communications related to requests for assistance for disaster response. Use written and oral communication to coordinate within BHA and USAID, and with other USG agencies, and external partners.
- Regularly attend and participate in team, division, bureau and other USAID meetings, and meetings with external stakeholders.
- Provide written or verbal program or award updates to stakeholders.
- Provide written input on reports, award applications, disaster declarations, memos, and other pertinent documents.
- Use Google Suite and Microsoft Office, as well as other USAID-specific systems.

Financial Management:

- Initiate funding requests in USAID financial management software, track and manage award financial information, and provide financial information to various requestors as needed.

Attend Required Trainings:

- This role requires mandatory training by USAID to meet federal and agency requirements. Training for USAID and BHA systems is provided. HAOs must ensure all training and certifications remain current.

Responsibility and Decision-making:

- Consults with senior team members, including Deputy Team Lead or Team Lead, for direction and priority setting.

Additional Duties and Responsibilities:

- This position is expected to be able to routinely serve on disaster/humanitarian responses in Washington, DC, or in the disaster area. These can be Disaster Assistance Response Teams (DARTs) and/or Response Management Teams (RMTs). DARTs are deployed to the field in response to disasters and operate in the field, providing staff an opportunity to deploy overseas for an extended period of time (e.g. 6-8 weeks). RMTs are based in Washington, DC, and provide services to support DARTs, such as communications, planning, logistics, travel coordination, or other similar duties (depending on the RMT role). HAOs are required to be on-call for a two-week period once a year to potentially serve on RMTs or DARTs.
- The PSC will be expected to obtain an Agreement Officer's Representative (AOR) or Contracting Officer's Representative (COR) certification. The AOR/COR oversees agreements and/or contracts. This includes but is not limited to reviewing invoices, approvals, program/project deliverables (i.e. work plans, annual reports, month status reports), travel requests, key personnel requests, financial/budget reports, contractor performance evaluations, and compliance. More information about the AOR/COR responsibilities and related requirements can be found in the COR designation letter and the AOR designation letter. In the event that this role requires an AOR/COR certification, mandatory training will be provided.
- As needed, may serve on temporary detail within the Bureau. Duties performed while on detail will be aligned with the Team's existing duties and responsibilities and will be directly related to the statement of duties provided.
- As needed, staff are expected to support BHA's recruitment efforts and serve on hiring committees. Training will be provided.

At the GS-11 equivalent level

The GS-11 level includes all responsibilities in the GS-9 level (above), with the addition of:

Contextual Knowledge and Learning:

- Assist in identifying issues, lessons learned, and opportunities for new programming across the humanitarian-resilience spectrum.
- Review and monitor national and international disaster risk reduction, disaster management, and resilience strategies, plans, and programs in the area of responsibility.
- Communicate and coordinate with BHA teams overseas to maintain current understanding of existing and impending humanitarian crises.

Manage and Administer Emergency and/or Early Recovery, Risk Reduction, or Resilience related Grants:

- Review grant applications for alignment with BHA country strategies and technical requirements and for budget feasibility.
- Ensure current programming aligns with BHA country strategies.
- Coordinate review and feedback of partner program reports to make sure program objectives have been achieved and identify issues with partner performance.
- Share trends in program progress with country team members, and Deputy Team Lead and Team Lead, as appropriate.

- Monitor and track risk mitigation plans and reports of diversion, waste, fraud, or abuse, including coordination across BHA and advising team members on required processes, as required.

Award Problem Solving:

- Develop fluency in USAID rules and regulations and award management processes to be able to propose or provide input to solutions to address award management issues.

Coordinate Portfolio Activities:

- Coordinating closely with BHA teams overseas, regularly analyze partner performance.

Frequently use Written and Oral Communication:

- Represent BHA in meetings with implementing partners, other USAID Bureaus, the interagency, and external organizations to discuss program implementation and strategies.
- Coordinate responses to requests for assistance to respond to disasters, including drafting official USG communications and leading coordination meetings.
- Provide written and oral responses to requests for information on BHA's activities in the area of responsibility for internal and external audiences. This may include briefing papers, memoranda, talking points, formal presentations, and informal briefings.

Financial Management:

- Make recommendations in support of strategic decisions about financial and budgetary factors in programming.

Responsibility and Decision-making:

- Under direction of a supervisor, perform with a moderate level of independent judgment, discretion, and personal responsibility.
- Provide input on planning, designing, and carrying out projects and programs.
- Provide input on the development of procedures and processes for the assigned team; may provide input into Office and BHA procedures.

At the GS-12 equivalent level

The GS-12 level includes everything in the GS-11 level (above), with the addition of:

Contextual Knowledge and Learning

- Serve as a primary point of contact/specialist in the area of responsibility for BHA team leadership.

Manage and Administer Emergency and/or Early Recovery, Risk Reduction, or Resilience related Grants and/or Contracts:

- In close coordination with BHA teams overseas, ensure a timely and appropriate response to the requests for BHA assistance to respond to disasters and crises. This includes reviewing USAID Mission and U.S. Embassy recommendations for assistance and providing guidance on resources and strategies to respond to the disaster.
- Research or provide input into solutions to address award management problems.

- Will serve as AOR for BHA grants and, with the support of the Team Lead, may serve as COR for contracts, reviewing, and coordinating approvals for contract staffing, work plans, deliverables, and financial management.

Coordinate Portfolio Activities:

- Participate actively in the development of programmatic strategies for disaster responses and disaster risk reduction efforts, providing analysis and recommendations for needs prioritization and award mechanism options.
- Ensure implications of policy decisions at BHA, USAID, and interagency levels on the portfolio are understood by country or regional team leadership.

Frequently use Written and Oral Communication:

- Independently serve as BHA's representative in bureau and agency meetings, and with external partners, as assigned by the Team Leader.
- With guidance from the Team Leader, lead bureau-wide humanitarian coordination meetings.
- May review written communications from team members to ensure documents are grammatically correct, error-free, and in-line with BHA, USAID, and USG policy.

Financial Management:

- Participate in and make recommendations about strategic decisions involving financial and budgetary issues.

Responsibility and Decision-making:

- Share award management expertise with junior team members, through mentorship, training, and problem-solving support.
- Provide significant input or take ownership of team planning initiatives (strategy development, work planning, etc.).
- Under the general direction of the supervisor, perform with a moderately high level of independent judgment, discretion, and personal responsibility.

At the GS-13 Equivalent Level:

The GS-13 level includes everything in the GS-12 level (above), with the addition of:

Contextual Knowledge and Learning:

- Maintain an in-depth understanding of the political and humanitarian interests of USG and other stakeholders specific to the country or region of responsibility.
- Prepare regular strategic and analytical reports on current or anticipated emergencies and disaster preparedness efforts.
- Serve as a resource for BHA and other senior officials for program-related planning efforts to include event and scenario-based contingency planning.

Manage and Administer Emergency and/or Early Recovery, Risk Reduction, or Resilience related Grants and/or Contracts:

- In coordination with BHA teams overseas, work with implementing partners on concept papers and proposals from BHA funding to ensure they align with BHA's objectives and application guidelines.

Coordinate Portfolio Activities:

- Provide support to the overseas country or regional team on program monitoring, assessments, and strategy development.
- Independently manage BHA/Washington engagement and coordination with BHA overseas staff in regional or country strategy development process.
- Monitor program funding and implementation against established strategies, analyze trends, and advise the Team Leader of recommendations.
- Influence programmatic policy in the area of responsibility, drawing upon expertise in humanitarian programming and principles and understanding of portfolio strategies.
- Identify overarching trends and programming issues and propose new methodologies, processes, or solutions, in coordination with other BHA offices, as necessary.
- Coordinate the regional team's program efforts with field-based BHA staff, other BHA colleagues, USAID bureaus, and other humanitarian stakeholders.

Frequently use Written and Oral Communication:

- Independently represent BHA interests in a wide range of senior-level gatherings across USAID, as well as at the desk officer level within the USG interagency.
- Develop and review communications to ensure they are consistently error-free, professional, and comprehensive.

Financial Management:

- Make strategic decisions about financial and budgetary factors in programming.

Responsibility and Decision-making:

- Lead projects and team activities, and provide mentorship, guidance, and training to other team members, at the Team Leader's discretion.
- Serve as the team's expert on USAID and BHA policy and programming requirements and guidelines across the area of responsibility, drawing on expertise across different types of awards/portfolios.
- Develop procedures and processes for the core team; provide input into Office and BHA procedures.
- Serve as acting Deputy Team Lead or Team Lead in the absence of the permanent Team Lead.

SUPERVISORY RELATIONSHIP:

The USPSC will take direction from and report to the Team Leader for the assigned region of responsibility or his/her designee.

SUPERVISORY CONTROLS:

For GS-12 and GS-13: The supervisor sets overall objectives and resources available. The USPSC consults with the supervisor to develop deadlines, projects, and work to be done. The USPSC is responsible for planning and carrying out assignments. The USPSC is responsible for planning approaches or methodology to be used in carrying out assignments.

PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. During deployment on DARTs (if required), and during site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

WORK ENVIRONMENT

- This position largely works in a typical office environment which often requires extensive periods working at a desk and on a computer.
- This position may require work in crisis-affected areas, which would entail occasional exposure to dangerous environments, such as those amidst conflict or natural disasters.
- This position is based in Washington, DC and will have optional telework flexibilities as prescribed by the supervisor. More information can be found in [ADS 405 Telework](#).
- If deployed working on a disaster assistance response team (DART), the work may additionally involve special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions. Mandatory training will be provided.

ARTICLE II -- PLACE OF PERFORMANCE

The place of performance for the services under this contract is the Official USAID Worksite at **Washington, D.C. - USAID/BHA/MENAE.**

ARTICLE III -- PERIOD OF PERFORMANCE

The contractor's period of performance will be from November 19, 2023 through November 18, 2028.

ARTICLE IV -- CONTRACTOR'S COMPENSATION AND REIMBURSEMENT

A. Line Items

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) - Yr. 1 Award Type: Cost Product Service Code: R497 Accounting Info: BBFY: 2024 Fund: FD-X23 OP: BHA/HBMO Prog Area: PO.2 Dist Code: 997-W BGA: 997 SOC: 1130008; Funded: \$117,722.00 SOC: 1210408; Funded: \$21,317.00	1	LOT	\$139,039.00	\$139,039.00

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 2 (Unfunded)	1	LOT	\$146,768.00	\$146,768.00
0003	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 3 (Unfunded)	1	LOT	\$159,125.00	\$159,125.00
0004	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 4 (Unfunded)	1	LOT	\$163,536.00	\$168,081.00
0005	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 5 (Unfunded)	1	LOT	\$177,582.00	\$177,582.00

B. Allowable Costs included in the line items are as follows:

1. Compensation/Daily Rate. The contractor's annual compensation rate is \$97,339.00 (\$373.12/day, equivalent to \$46.64 per hour) with Washington, DC locality, calculated by dividing the annual compensation by 2087 hours multiplied by eight hours per day.
For pay comparability increases, see the contract clause entitled "Work Schedule and Compensation (Pay Comparability Adjustments)."
2. Performance-Based Pay Increases. Pay increases based on annual written performance evaluations of satisfactory or better performance may increase the rate of pay to the next "step" within the GS-equivalent grade for this contract. When the contractor reaches the highest step within the GS-equivalent grade the rate will be "capped", and the contractor will not receive any additional step increases. This does not affect the pay comparability increases.
3. Withholdings and Contributions. USAID will deduct tax and Federal Insurance Contributions Act (FICA) withholdings and provide employer FICA contributions in accordance with the contract clause entitled "Social Security, Federal Income Tax, and Foreign Earned Income."
4. Health and Life Insurance. The contractor is eligible for reimbursement in accordance with the contract clause entitled "Insurance."
5. Differentials and Allowances. The contractor may be eligible for additional pay and/or reimbursement in accordance with the contract clause entitled "Differentials and Allowances" as follows:
 - Post Differential
 - Danger Pay Allowance
6. Work In Excess of 80 Hours/Pay Period. In accordance with the contract clause entitled "Work Schedule and Compensation (Pay Comparability and Locality Pay Adjustments)," the Contractor may be permitted to work more than 80 hours per pay period where such a work schedule is standard practice at an overseas Mission, or where such a schedule is specifically authorized, in

writing and in advance, by the Contracting Officer, based on special circumstances and USAID's need for services.

Where the non-standard work schedule takes the form of a six or seven-day workweek, compensation for the approved additional workdays will be at the basic daily rate noted above. Compensation for work in excess of the 80-hour pay period will not be used to calculate differentials or allowances.

7. Compensatory Time. The contractor may be authorized compensatory time in accordance with the clause entitled "Leave and Holidays."
8. Overtime. For any overtime pay, it must be specifically authorized in writing by the Supervisor and submitted to the Contracting Officer in advance of the performance of such duty.
9. Other Pre-Contract Costs. The Contractor may be reimbursed for other approved expenses such as medical examinations and immunizations.

C. Total Estimated Cost (TEC)

In accordance with **Block 11** of the Cover Page of the contract, the total estimated cost budgeted for compensation, fringe benefits, and other direct costs in line items 0001, 0002, 0003, 0004 and 0005 is calculated to cover the period of November 19, 2023 through November 18, 2028.

BUDGET DETAIL:	11/19/2023-	11/19/2024-	11/19/2025-	11/19/2026-	11/19/2027-
COMPENSATION:	11/18/2024	11/18/2025	11/18/2026	11/18/2027	11/18/2028
Annualized salary/2087*8/1/10/11/12/13	97,339	103,265	112,745	119,611	126,895
PCA Days* Daily Rate* PCA%/1/10/11/12/13	2,474	2,636	2,891	3,081	3,283
Hours Beyond Regular Workweek* Hourly Rate/2	11,194	11,875	12,965	13,755	14,593
Post Differential Days*Daily Rate*PD%/3	2,798	2,969	3,241	3,439	3,648
Danger Pay Days*Daily Rate*DP%/4	2,798	2,969	3,241	3,439	3,648
Sunday Differential Days*Daily Rate*SD%/5	1,119	1,188	1,297	1,376	1,459
TOTAL	117,722	124,902	136,380	144,701	153,526
BENEFITS:					
FICA (.062* Total Compensation)/6	7,299	7,744	8,456	8,971	9,519
Medicare (.0145* Total Compensation)/6	1,707	1,811	1,978	2,098	2,226
Health Insurance/7	7,266	7,266	7,266	7,266	7,266
Life Insurance/8	500	500	500	500	500
TOTAL	16,772	17,321	18,200	18,835	19,511
TOTAL COMPENSATION AND BENEFITS	134,494	142,223	154,580	163,536	173,037
OTHER BENEFITS/ALLOWANCES:					
Training & ODCs/9	4,545	4,545	4,545	4,545	4,545
TOTAL	4,545	4,545	4,545	4,545	4,545
Compensation/Allowances/Differentials	134,494	142,223	154,580	163,536	173,037
Training & Other Direct Costs	4,545	4,545	4,545	4,545	4,545
GRAND TOTAL	139,039	146,768	159,125	168,081	177,582

720BHA24S00007 with Andrea Danziger

TOTAL ESTIMATED COST (Yr. 1 - Yr. 5) \$790,595

EOCC Subtotals	Code	Yr 1 Amount Funded	Yr 2 Estimated	Yr 3 Estimated	Yr 4 Estimated	Yr 5 Estimated
Basic Compensation	1130008	111,007	117,776	128,601	136,447	144,771
Post Differential	1130008	2,798	2,969	3,241	3,439	3,648
Danger Pay Differential	1130008	2,798	2,969	3,241	3,439	3,648
Sunday Differential	1130008	1,119	1,188	1,297	1,376	1,459
FICA/Medicare	1210408	9,006	9,555	10,434	11,069	11,745
Health Insurance	1210408	7,266	7,266	7,266	7,266	7,266
Life Insurance	1210408	500	500	500	500	500
Other Benefits/Allowances	1210408	4,545	4,545	4,545	4,545	4,545
TOTAL		139,039	146,768	159,125	168,081	177,582

Budget Notes:

* All costs have been rounded to the nearest whole dollar.

/1 At the onset of this contract, the annual salary will be \$97,339.00 (\$46.64 /hr. x 8 hrs. = \$373.12/day). This rate is equivalent to a GS-12/Step 02 on the 2023 GS pay scale with Washington D.C locality. This rate will apply from November 19, 2023, through January 13, 2024. A Pay Comparability Adjustment is estimated for January 2024 and will increase the annual salary by \$2,474.00 to \$99,813.00 for 221 days from January 14, 2024, through November 18, 2024. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/2 This line item provides an estimate of 240 hours per year, to fund hours worked beyond the normal workweek if it is standard practice at the US Mission post or if the BHA Office Director has authorized in advance, and in writing based on special circumstances and the needs of the service.

/3 This line item provides an estimated amount for Post Differential should the contractor be required to travel to a post with Post Differential in effect at the time of TDY. Post Differential Pay has been estimated for 30 days per year at 25% of the daily rate (current rate in effect for a Washington, DC post). The effective date and percentage of Post Differential will be in accordance with the Department of State Standardized Regulations (DSSR).

/4 This line item provides an estimated amount for Danger Pay, should the contractor be required to travel to a post which has Danger Pay in effect at the time of TDY. Danger Pay was computed at a rate of 25% of the daily rate (current rate in effect for a Washington, DC post) for an estimated 30 days per year. The effective date and percentage of Danger Pay shall be in accordance with the Department of State Standardized Regulations (DSSR).

/5 This line item provides an estimated amount for Sunday Differential Pay in accordance with ADS 309 and Mandatory Reference for ADS 472 'Administrative Claims for Sunday Premium Pay as a Result of Decision in Fathauer V. United States'. Payment is allowed if the contractor is required to work on a Sunday in a country where Sunday Differential Pay is authorized and where the Mission Director has deemed it appropriate. Sunday Differential Pay was computed at a rate of 25% of the daily rate for an estimated 12 days per year.

/6 This amount is based on a combination of Federal Insurance Contributions Act (FICA) calculated at 6.2%

of the first \$160,200.00 per year of personal compensation and Medicare calculated at 1.45% of total compensation per year. This amount represents the employer's contribution and is not paid to the contractor. FICA payments will be made in accordance with Internal Revenue Service (IRS) Circular E, and USAID will deduct FICA contributions from the employee's salary.

/7 A contribution of \$7,266.00 per year has been provided toward health insurance for an individual plan and is applicable in accordance with AIDAR Appendix D (rate in accordance with AAPD 10-01 and applicability in accordance with AAPD 10-03). The amount shown on this line is the maximum contribution payable.

/8 A contribution of \$500.00 per year has been provided toward life insurance and is applicable in accordance with AIDAR Appendix D.

/9 An amount of \$4,545.00 per year is provided for Other Direct Costs. Of that amount, \$2,000.00 per year has been provided for training, which is the standard amount of funds provided to BHA PSCs. Prior written approval from the Supervising Officer is required before enrolling in a training course; these funds are not transferrable. Additionally, an estimated amount has been provided for approved other expenses to include but is not limited to such items as medical examinations and immunizations (in accordance with AAPD 10-01), professional liability insurance, taxis, business cards, courier fees and other administrative expenses incurred while conducting official USAID/BHA business.

/10 During the second year of this contract, the annual salary is projected to be \$103,265.00 (\$49.48/hr. x 8 hrs. = \$395.84/day). This rate is equivalent to a projected GS-12/Step 03, with Washington, D.C. locality, provided a satisfactory performance evaluation is received. As the amount or percentage of the increase is not known at this point, an estimated amount of 3% is included to address the increase based on an average of past step increases. The actual step increase will be applied, if applicable, based on the GS scale presented by the Office of Personnel Management for that particular year. This rate will apply from November 19, 2024, through January 11, 2025. A Pay Comparability Adjustment is estimated for January 2025 and will increase the annual salary by \$2,207.00 for 222 days from January 12, 2025, through November 18, 2025. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/11 During the third year of this contract, the annual salary is projected to be \$112,745.00 (\$54.02 /hr. x 8 hrs. = \$432.18/day). This rate is equivalent to a projected GS-13/Step 01, with Washington, D.C. locality, provided an exceeds fully successful performance evaluation is received. As the amount or percentage of the increase is not known at this point, an estimated amount of 6% is included to address the eligible year 3 grade increase. The actual grade increase will be applied, if applicable, based on the GS scale presented by the Office of Personnel Management for that particular year. Advancement to the GS-13 grade level is not guaranteed. This rate will apply from November 19, 2025, through January 10, 2026. A Pay Comparability Adjustment is estimated for January 2026 and will increase the annual salary by \$2,891.00 for 223 days from January 11, 2026, through November 18, 2026. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/12 During the fourth year of this contract, the annual salary is projected to be \$119,611.00 (\$57.31 /hr. x 8 hrs. = \$458.50/day). This rate is equivalent to a projected GS-13/Step 02, with Washington, D.C. locality, provided a satisfactory performance evaluation is received. As the amount or percentage of the increase is not known at this point, an estimated amount of 3% is included to address the increase based

on an average of past step increases. The actual step increase will be applied, if applicable, based on the GS scale presented by the Office of Personnel Management for that particular year. This rate will apply from November 19, 2026, through January 09, 2027. A Pay Comparability Adjustment is estimated for January 2027 and will increase the annual salary by \$3,081.00 for 224 days from January 10, 2027, through November 18, 2027. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/13 During the fifth year of this contract, the annual salary is projected to be \$126,895.00 (\$60.80 /hr. x 8 hrs. = \$486.42/day). This rate is equivalent to a projected GS-13/Step 03, with Washington, D.C. locality, provided a satisfactory performance evaluation is received. As the amount or percentage of the increase is not known at this point, an estimated amount of 3% is included to address the increase based on an average of past step increases. The actual step increase will be applied, if applicable, based on the GS scale presented by the Office of Personnel Management for that particular year. This rate will apply from November 19, 2027, through January 08, 2028. A Pay Comparability Adjustment is estimated for January 2028 and will increase the annual salary by \$3,283.00 for 225 days from January 09, 2028, through the completion date of November 18, 2028. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

- D. Maximum U.S.-Dollar Obligation. The maximum U.S. dollar obligation under this contract must not exceed \$139,039.00. The contractor must keep a close account of all obligations incurred and accrued under this contract and promptly notify the Contracting Officer whenever, in the contractor's opinion, the obligated maximum is not sufficient to cover all compensation and costs reimbursable in US dollars which the contractor anticipates under the contract.
- E. USAID will pay the contractor in U.S. dollars for compensation and other necessary and reasonable costs actually incurred in the performance of the contract, as described in the allowable costs above, subject to the terms, conditions, and clauses in the contract, except as may be payable in the currency of the Cooperating Country pursuant to **Article IV**.

ARTICLE V -- COSTS REIMBURSABLE AND LOGISTIC SUPPORT

- A. General: The contractor will be provided in local currency U.S. dollars for the following: N/A
- B. Method of Payment of Local Currency Costs: Those contract costs which are specified as local currency costs in **paragraph A.** above, if not furnished in kind by the cooperating government or the Mission, will be paid to the contractor in a manner adapted to the local situation, based on vouchers submitted in accordance with General Provision entitled "Payment." The documentation for such costs shall be on such forms and in such manner as the Mission Director prescribes.

ARTICLE VI -- PRE-CONTRACT EXPENSES

No expense incurred before execution of this contract will be reimbursed unless such expense was incurred after receipt and acceptance of a pre-contract expense letter issued to the contractor by the Contracting Officer, and then only in accordance with the provisions and limitations contained in such letter. The rights and obligations created by such letter shall be considered as merged into this contract.

ARTICLE VII -- ADDITIONAL SPECIAL CONTRACT REQUIREMENTS**A. Access to USAID Facilities and USAID's Information Systems**

Homeland Security Presidential Directive-12 (HSPD-12) requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of federally-controlled facilities and/or federal information systems. The contractor must comply with all applicable HSPD-12 and PIV procedures as described below, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

The contractor may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to perform the services under this contract. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

Before a contractor may obtain a USAID ID (new or replacement) authorizing the contractor routine access to USAID facilities or logical access to USAID's information systems, the contractor must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. Contractors performing services in the U.S. must contact the USAID Office of Security to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a Personal Identity Verification (PIV)/Facilities Access Card (FAC), and before access will be granted to any of USAID's information systems. The contractor must physically present these two source documents for identity proofing upon enrollment at USAID/W or Mission security briefing.

The contractor is strictly prohibited from sharing logical access to USAID information systems and sensitive information. USAID will disable accounts and revoke logical access to USAID IT systems if the contractor share accounts.

USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential information security incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

The contractor must return any issued building access ID, PIV/FAC cards and remote authentication token to USAID custody upon termination or completion of the contract. Contact the USAID Office of Security, or Regional Security Office at overseas Missions, for further instruction.

B. Department of State Medical Clearances Program

1. In accordance with [ADS 309mac – Medical Clearance Process for USPSCs, and TCNPSCs not subject to the Local Compensation Plan \(LCP\)](#) – if the contractor travels or is on TDY abroad for 30 or more consecutive days, a valid and current medical clearance from the Department of State is required.

2. If the contractor's duties require travel to other posts for 30 consecutive days or more, and has an existing medical clearance, the contractor may use the "Medical Clearance Update" form.

3. Mission-Specific Forms: The contractor must submit any additional medical forms as may be required by a specific Mission or Operating Unit (e.g. Afghanistan or Iraq Pre-Deploy. Physical Exam Acknowledgement Sheet). [See ADS 309mac](#).

C. PSC Ombudsman

The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information: <https://www.usaid.gov/work-usaid/personal-service-contracts-ombudsman>

The PSC Ombudsman may be contacted via: PSCOmbudsman@usaid.gov

D. Security Clearance

The PSC must obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information (TS/SCI) level clearance.

E. Annual/Sick Leave Transfer

(a) Annual Leave

In accordance with the class deviation from AIDAR Appendix D, General Provision 5, "Leave and Holidays", approved by M/OAA on December 10, 2021 and deviation no. M-OAA-DEV-AIDAR-22-2c, because of a legally binding promise of the Agency, USAID is providing the contractor with an opening balance of annual leave for this contract of 104 hours, which is based on the amount of annual leave she accrued but was unable to use under her prior contract with USAID, 720BHA22S00123. The total opening balance of annual leave hours under this contract may not exceed 240 hours. The contractor has signed a leave forbearance memo, relinquishing any claim he may have to a lump sum payment for leave pursuant to the prior contract between the contractor and USAID. The opening balance of annual leave will be reflected in the Agency's timekeeping and payroll systems.

The authorized starting balance for AL for this contract is 104 hours.

(b) Sick Leave

In accordance with the class deviation from AIDAR Appendix D, General Provision 5, "Leave and Holidays", approved by M/OAA on December 10, 2021 and deviation no. M-OAA-DEV-AIDAR-22-2c, because of a legally binding promise of the Agency, USAID is providing the contractor with an opening balance of sick leave for this contract of 74 hours, which is based on the amount of sick leave she accrued but was unable to use under her prior contract with USAID, 720BHA22S00123. The opening balance of sick leave may not exceed the ending balance of sick leave from the previous USPSC contract (completed in the same CPS and BHA bureau where there is no gap in service) and reflected in the Agency's timekeeping and payroll systems.

The authorized starting balance for SL for this contract is 74 hours.

C - GENERAL PROVISIONS CONTRACT CLAUSES
USPSC AWARD

1. DEFINITIONS (JUN 1990) [DEVIATION (May 2020)]

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

(1) Spouse.

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support.

(3) Parents (including step and legally adoptive parents) of the contractor or of the spouse when such parents are at least 51 percent dependent on the contractor for support.

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the contractor, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the contractor for support, unmarried and under 21 years of age, or regardless of age, are incapable of self-support.

(o) "U.S. Resident Alien", as used in this contract, shall mean an alien immigrant, legally resident in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and having a valid "Alien Registration and Receipt Card" (Immigration and Naturalization Service forms I-151 or I-551).

(p) "Resident Hire U.S. Personal Services Contractor (USPSC)" means a U.S. citizen or resident alien who, at the time of contract award –

(i) resides in the cooperating country for reasons other than U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.; or

(ii) is a spouse or dependent of a U.S. citizen or resident alien with U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.

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

(a) Conformity to Laws and Regulations of the Cooperating Country. Contractor agrees that, while in the cooperating country, he/she as well as authorized dependents will abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

(b) Purchase or Sale of Personal Property or Automobiles. To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

(c) Code of Conduct. The contractor shall, during his/her tour of duty under this contract, be considered an "employee" (or if his/her tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of 18 U.S.C. 202(a) and the USAID General Notice entitled "Employee Review of the New Standards of Conduct" pursuant to 5 CFR part 2635. The contractor acknowledges receipt of a copy of these documents by his/her acceptance of this contract.

3. PHYSICAL FITNESS AND HEALTH ROOM PRIVILEGES (APR 1997) [DEVIATION (APR 2001)]

[The clause 3 is pending AIDAR revision. See ADS 309.3.2.2, and 309mac for current policy.]

(a) Physical Fitness

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

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

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

(b) Reimbursement. As a contribution to the cost of medical examinations required by paragraph

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

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

4. WORK SCHEDULE AND COMPENSATION (PAY COMPARABILITY AND LOCALITY PAY ADJUSTMENTS) (JUL 2007) [DEVIATION (JUL 2022)]

a) Work Schedule. The contractor's work schedule shall not be less than 80 hours per pay period, unless otherwise provided in the Contract Schedule, and shall coincide with the work schedule for those employees of the USAID Mission, Bureau, or Independent Office, or the Cooperating Country agency most closely associated with the work of this contract. If the contract is for less than full time (80 hours per pay period), the annual and sick leave earned shall be prorated (see the General Provision of this contract entitled Leave and Holidays).

b) USAID promotes telework and remote work as workplace flexibilities for contractors. However, telework and remote work are arrangements to facilitate the accomplishment of work. The ability to telework or remote work is not a right or an entitlement and not all PSC positions will be conducive to telework or remote work. Telework and remote work are discretionary tools and may be terminated for business reasons, performance, operational needs, or a contractor's failure to comply with policy directives and required procedures and protocols. For a position that is authorized for remote work, an approved alternative worksite for the contractor will be approved in the Schedule of the contract. For positions that are not authorized for remote work, the contractor may be authorized to telework at the Agency's discretion based on Agency policy as from time to time amended. If the position is suitable for telework, as telework is not a right or entitlement and is discretionary, the contractor must receive approval from their supervisor by submitting a Telework Agreement in accordance with Agency policy.

c) Locality Pay. A contractor based in the United States who is not authorized to remote work will be entitled to locality pay based on the location of the Official USAID Worksite. A contractor based in the United States who is authorized to remote work will be entitled to locality pay based on the rate for the approved alternative worksite as specified in the Schedule of the contract. Any change to the approved alternative worksite will require a contract modification and may result in a change to the compensation as the locality pay will be adjusted accordingly. A contractor serving abroad is not authorized to receive locality pay.

d) Compensation (Pay Comparability) Adjustments. The contractor's compensation shall be adjusted to reflect the pay comparability adjustments, which are granted from time to time to U.S. direct-hire employees by Executive Order for the statutory pay systems (usually in January). Any adjustments authorized are subject to the availability of funds and shall not exceed that percentage stated in the Executive Order granting the adjustment. Further, the adjusted compensation may not exceed the annual "USAID Contractor Salary Threshold (USAID CST)", which is equivalent to the maximum rate for agencies without a certified SES performance appraisal system (or the equivalent hourly rate).

5. LEAVE AND HOLIDAYS (NOV 2020) [Deviation (NOV 2021)]

(a) Annual Leave.

(1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

(ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.

(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 40-hour workweek, which will be prorated if the contract provides for a shorter workweek:

Time in Service	Annual leave (AL) accrual rate
0 to 3 years	4 hours of leave for each 2-week period.
over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year).
over 15 years	8 hours of AL for each 2-week period.

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as—:

- (A) An individual personal services contractor with USAID for any duration covered by Sec. 636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or
- (B) A former U.S. Government (USG) direct-hire civilian employee; and/or
- (C) An honorable active-duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (e.g., SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than the earlier of either—

(i) The end of the leave year two years after the date fixed by the approving official as the termination date of the exceptional circumstances beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

(i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

(ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.

(b) *Sick Leave*. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) workdays per year based on a full-time, 40-hour workweek, and the rate of accrual will be prorated if the contract provides for a shorter workweek. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) *Home Leave*. (1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph (c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

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

(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4) of this clause, at the same USAID Mission under this contract, and has not taken more than 30 workdays leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3)(i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this “Leave and Holidays” clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route. Additional home leave travel requirements are included in the “Travel and Transportation Expenses” clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) *Home Leave for Qualifying Posts.* (1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this "Leave and Holidays" clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor's option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) *Holidays and Administrative Leave.* The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) *Military Leave.* Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to the contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the Mission Director. A copy of the contractor's official orders and the contracting officer or Mission Director approval will be part of the contract file.

(g) *Leave Without Pay (LWOP).* The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) *Compensatory Time.* USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct-hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees.

(i) *Family and Medical Leave.* (1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have--

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(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) Paid Parental Leave.

(1) If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph, similar to that provided to USAID direct-hire employees. When authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental

leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor.

Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of performance obligation agreement before the period of leave, such leave may be temporarily authorized, or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (5).

(ii) If the contractor fails to return to work for the required 12-week obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (5) if the contractor is unable to fulfill the required 12-workweek obligation for any of the following reasons:

(A) in the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency' judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) *Leave Records*. The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

6. DIFFERENTIAL AND ALLOWANCES (NOV 2020)

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

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

(1) Post Differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas) Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables--Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to the contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment enroute to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the

assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to pose differential beginning with the forty-third (43rd) day at post.

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

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

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

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

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

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

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

(9) Danger Pay Allowance. Danger pay allowance is an allowance to provide additional compensation above basic compensation to employees in foreign areas where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential, which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence. The contractor shall be allowed danger pay allowance not to exceed that paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

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

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

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

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

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

8. ADVANCE OF DOLLAR FUNDS (APR 1997)

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

9. INSURANCE (APR 1997) [Deviation (DEC 2009)]

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

(b) Health and Life Insurance.

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

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

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

(4) Proof of health and life insurance coverage shall be submitted to the Contracting Officer before any contribution is paid. On assignments of less than one year, costs for health and life insurance shall be prorated and paid accordingly.

(5) A contractor who is a spouse of a current or retired Civil Service, Foreign Service, or Military Service member and who is covered by their Government employee's or retiree's Government health or life insurance policy is ineligible for the contribution under paragraphs (b)(1) or (b)(2) of this provision.

(c) Insurance on Private Automobiles. If the contractor or his/her dependents transport, or cause to be transported, privately owned automobile(s) to the Cooperating Country, or any of them purchase an

automobile within the Cooperating Country, the contractor agrees to ensure that all such automobile(s) during such ownership within the Cooperating Country will be covered by a current, i.e., not in arrears, insurance policy issued by a reliable company providing the following minimum coverage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is/are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

10. TRAVEL AND TRANSPORTATION EXPENSES (JUL 1993)

(a) General.

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

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

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

(c) International Travel. For travel to and from post of assignment, the contractor shall be reimbursed for travel costs and travel allowances from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the contractor's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the contractor's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with USAID's established policies and procedures for its direct-hire employees and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If the contract is for longer than one year and the contractor does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for the contractor and his/her dependents are

not reimbursable hereunder. If the contractor serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the contractor's permanent, legal place of residence at the time he or she was employed for work under this contract, or other location as approved by the Contracting Officer, are not reimbursable under this contract for the contractor and his/her dependents. When travel is by economy class accommodations, the contractor will be reimbursed for the cost of transporting up to 10 kilograms/22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign areas)-hereinafter referred to as the Standardized Regulations--as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the Federal Travel Regulations as from time to time amended.

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

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

(f) Limitation on Travel by Dependents. Travel costs and allowances will be allowed for authorized dependents of the contractor and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and returned, only if the dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the contractor, whichever is greater, except as otherwise authorized hereunder for education, medical or emergency visitation travel. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

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

(h) Travel by Privately Owned Automobile (POV). If travel by POV is authorized in the contract schedule or approved by the Contracting Officer, the contractor shall be reimbursed for the cost of travel performed

in his/her POV at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the POV, if the POV is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

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

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

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

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

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

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

(j) Home Leave Travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the contractor's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the Uniform State/USAID/USIA Foreign Service Travel Regulations, as from time to time amended, and will be limited to the cost of travel by the most direct and expeditious route. Travel allowances for travelers shall be in accordance with the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel

time required by scheduled commercial air carrier using the most expeditious route using economy class. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler or the traveler uses other than economy class. Per-diem during such stopover shall be paid in accordance with the Standardized Regulations.

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

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

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

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

(m) Unaccompanied Baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival of the contractor and dependents, and consideration should be given to advance shipments of unaccompanied baggage. The contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. These limitations are available from the Contracting Officer. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel when authorized by the terms of this contract.

(n) International Ocean Transportation.

(1)

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the contractor may obtain a release from the requirement to use U.S. flag vessels from the Transportation Division, Office of Acquisition and Assistance, U.S. Agency for

International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

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

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

(3) Reduced rates on U.S.-flag carriers are in effect for shipments of household goods and personal effects of USAID contractors between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the Bill of Lading documentary evidence that the shipment is for the account of USAID. The Contracting Officer will, on request, furnish to the contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates, which are available in accordance with the foregoing.

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

11. PAYMENT (AUG 1996)

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

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

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

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

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

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

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

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

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

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

13. POST OF ASSIGNMENT PRIVILEGES (JUL 1993)

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

14. SECURITY REQUIREMENTS (JUN 1990)

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

(b) The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the USAID Office of Security (IG/SEC), as referenced in paragraph (d) of this provision and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting

Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

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

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

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

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

15. CONTRACTOR-MISSION RELATIONSHIPS (DEC 1985)

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

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

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

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

16. TERMINATION (NOV 2020)

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

(1) For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the contractor in the event

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

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

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

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

17. RELEASE OF INFORMATION (DEC 1985)

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

18. NOTICES (DEC 1985)

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

To USAID:

Administrator

U.S. Agency for International Development,

Washington, D.C. 20523-0001,

Attention: Contracting Officer (name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor:

At his/her post of duty while in the Cooperating Country and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice, whichever is later.

19. REPORTS (JUN 1987)

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

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

(2) Via U.S. Postal Service:
Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910,U.S.A.

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

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

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

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

20. USE OF POUCH FACILITIES (JUL 1993)

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

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

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

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

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

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

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

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

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

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

21. BIOGRAPHICAL DATA (JUN 1990)

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

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

- (1) Contractor's full name, home address, and telephone number including any after-hours emergency number(s).
- (2) The name and number of the contract, and whether the individual is the contractor or the contractor's dependent.
- (3) The name, address, and home and office telephone number(s) of each individual's next of kin.
- (4) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

22. U.S. RESIDENT HIRE PERSONAL SERVICES CONTRACTOR BENEFITS (JUN 1990) [Deviation (May 2020)]

A contractor meeting the definition of a Resident Hire USPSC contained in section 12, General Provisions, in the clause entitled "Definitions," is subject to U.S. Federal Income Tax, but is not eligible for any fringe benefits including differentials and allowances, travel and transportation expenses, repatriation, rest and recuperation travel, or home leave of any kind. The contractor may be eligible for certain differentials and allowances when in travel status for temporary duty (TDY.)

23. ORIENTATION AND LANGUAGE TRAINING (JUL 1993)

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

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

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

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

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

(a) U.S. Resident Hire PSC. The contractor may commence work prior to the completion of the security clearance. However, until such time as clearance is received, the contractor shall have no access to

classified or administratively controlled materials. Further, failure to obtain clearance will constitute cause for contract termination in accordance with paragraph (a)(2) of General Provision 16 of this contract.

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

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

25. MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007) [Deviation (FEB 2022)]

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."

26. GOVERNING LAW (NOV 1996)

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

27. [RESERVED]

28. MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCT 2006)

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

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

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

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

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

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

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

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

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or a dependent in accordance with the General Provisions entitled Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision entitled Travel and Transportation Expenses, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

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

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

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

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

29. INCENTIVE AWARDS (DEC 2019)

The contractor is eligible to receive certain monetary and non-monetary USAID incentive awards in accordance with the AIDAR and USAID internal policy.

30. RELOCATION EXPENSE BENEFIT [Deviation (NOV 2021)]

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

(a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

(1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or

(2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

(1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.

(2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.

(6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

D - FEDERAL ACQUISITION REGULATION (FAR) CLAUSES (FC)
USPSC AWARD

1. FAR Clauses Incorporated in Full Text

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.

FAR 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>.

FAR 52.217-8 – OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed November 19, 2023 through November 18, 2028 and if necessary, an additional six (6) months [See FAR 52.217-8].

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (Oct 2018)

As prescribed in [32.1110](#)(a)(1), insert the following clause:

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.

52.233-1 DISPUTES. (JUL 2002) – Alternate I (MAY 2014)

(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 the contract, and comply with any decision of the Contracting Officer.

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.

2. FAR Clauses Incorporated by Reference

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>

ITEM NO.	FAR NO.	TITLE	DATE
FC 1.	52.203-7	Anti-Kickback Procedures	(JUN 2020)
FC 2.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2020)
FC 3.	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	(APR 2014)
FC 4.	52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
FC 5.	52.204-27	Prohibition on a ByteDance Covered Application	(JUN 2023)
FC 6.	52.215-2	Audit and Records - Negotiations	(JUN 2020)
FC 7.	52.222-50	Combating Trafficking in Persons	(JAN 2019)
FC 8.	52.223-6	Drug –Free Workplace	(MAY 2001)
FC 9.	52.224-1	Privacy Act Notification	(APR 1984)
FC 10.	52.224-2	Privacy Act	(APR 1984)
FC 11.	52.229-8	Taxes - Foreign Cost-Reimbursement Contracts	(MAR 1990)
FC 12.	52.232-17	Interest	(MAY 2014)
FC 13.	52.232-20	Limitation of Cost	(APR 1984)
FC 14.	52.232-22	Limitation of Funds	(APR 1984)
FC 15.	52.232-23	Assignment of Claims	(MAY 2014)
FC 16.	52.233-4	Applicable Law for breach of Contract Claim	(OCT 2004)
FC 17.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
FC 18.	52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
FC 19.	52.246-5	Inspection of Services - Cost-Reimbursement	(APR 1984)
FC 20.	52.246-25	Limitation of Liability - Services	(FEB 1997)
FC 21.	52.252-2	Clauses Incorporated by Reference	(FEB 1998)

[END]

Exhibit N



USAID
FROM THE AMERICAN PEOPLE

OMB No: 0412-0602
Expiration Date: 10/31/2023
Page 1 of 57 Pages

CONTRACT WITH AN INDIVIDUAL FOR PERSONAL SERVICES

The Privacy Act Statement is found at the end of this form

1. Name (Last, First and Middle Names) and Address Murphy, Deborah Lynn [REDACTED]		2. Citizenship: USA Lawful Permanent Resident of the U.S. (Green Card Holder) ☐ Yes ☒ No		3. Contract Number 720BHA24S00014		4. Ethics Code ☒ N ☐ C ☐ P	
5. Country of Performance 185 - Hungary		6. Effective Date 12/31/2023		7. Estimated Completion Date 12/30/2028		8. Contract Type ☒ U.S. ☐ CCN ☐ TCN	
9. Benefits Plan ☐ CCN/TCN - Local Compensation Plan (LCP) ☐ TCN - not subject to LCP ☐ U.S. - Resident Hire ☒ U.S. - Abroad/U.S.-based		10. Obligation Amount (at award) \$155,811.00		11. Total Estimated Cost \$823,535.00			
12. Requisition Number REQ-BHA-24-000034		13. Technical Office (Name, Office Symbol, Address) US Agency for International Development Bureau for Humanitarian Assistance BHA/MENAE - RRB, Room 8.06 Washington, DC 20523-8602			14. Supervising Officer (Name and Title) Middle East and the Levant Division Chief		
15. Solicitation Number 720BHA21R00093				16. Position Title Senior Regional Humanitarian Program Officer			
17. Contracting Office (Name, Office Symbol, Address) US Agency for International Development Office of Acquisition and Assistance M/OAA/BHA-CPS/PSC - UA-USAID Annex, 11th Floor Washington, DC 20523							
18. Administered By (If other than Contracting Office in Block 17)							
19. PSC AUTHORITIES Awarded Pursuant to: ☒ Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended. ☐ Annual Foreign Operations Appropriations ☐ Other - Specify:							
20. Accounting & Classification Codes: See Article IV of the Schedule							
21. Payment will be made by (Name, Office Symbol, Address) Office of Financial Management M/CFO/CMP - UA-USAID Annex, 8th Floor Washington, DC 20523							
This Contract consists of this Cover Page, the Schedule and AIDAR and FAR Clauses.							
				UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT			
22. Signature of Contractor		Deborah Murphy		Digitally signed by Deborah Murphy Date: 2023.11.16 21:25:34 +07'00'		23. Signature of Contracting Officer JOY ANITA BURRISS (affiliate) Digitally signed by JOY ANITA BURRISS (affiliate) Date: 2023.11.28 15:55:27 -05'00'	
24. Typed or Printed Name Deborah L. Murphy				25. Typed or Printed Name Joy Burriss, Contracting Officer, M/OAA/BHA-CPS/PSC			
26. Date				27. Date			

The United States of America, herein called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the AIDAR and FAR Clauses. To the extent of any inconsistency between the Schedule or the Clauses and any specifications or other provisions, which are made a part of this contract, by reference or otherwise, the Schedule and the Clauses shall control. To the extent of any inconsistency between the Schedule and the Clauses, the Schedule shall control.

SPECIAL NOTE:

For U.S. Citizens and U.S. Resident Aliens: As an employee for purposes of Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended (22 USC 2396(a)(3)), the Contractor is generally an employee of the United States for purposes of laws other than those administered by the Office of Personnel Management (i.e., Title 5, United States Code). This includes being an employee of the United States for the purposes of Title 26, United States Code, which subjects the Contractor to withholding for both FICA and Federal Income Tax, and precludes the Contractor from receiving the federal earned income tax exclusion of 26 USC Section 911.

PRIVACY ACT STATEMENT

PRA Burden Statement: The collection is required to obtain or retain benefits. The estimated burden per response is fifteen minutes. The respondent is not obligated to respond unless a valid OMB control number is displayed on the form. Any comments related to the burden estimate can be sent to pscpolicymailbox@usaid.gov.

Authority: The authorities for the collection of information are: Foreign Assistance Act, Pub. L. 87-165, as amended; 48 CFR 37.104, Personal services contracts; and 48 CFR Ch. 7, App. D, Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad; and 48 CFR Ch. 7, App. J, Direct USAID Contracts with a Cooperating Country National and with a Third Country National for Personal Services Abroad.

Purpose: This form collects personal information on individuals who are awarded USAID personal services contracts. This form serves as the cover sheet of the contract with the individual and the acceptance by the personal services contractor and the contracting officer to the terms of the contract.

Routine Uses: In addition to those disclosures generally permitted under the Privacy Act of 1974, the information collected may be disclosed according to the routine uses stated in the System of Records Notice titled, "USAID-34, Personal Services Contractor Records" published in the Federal Register under 80 FR 11391.

Disclosure: Providing personal identifiable information is voluntary; however, if the requested information is not provided, it may delay or prevent the execution of the personal services contract.

AID 309-1 (10/2020)

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ARTICLE I -- STATEMENT OF DUTIES

BACKGROUND

The United States Agency for International Development (USAID)'s Bureau for Humanitarian Assistance (BHA) is responsible for facilitating and coordinating U.S. Government (USG) humanitarian assistance overseas in response to all types of international disasters, including slow-onset disasters such as droughts or famine; natural disasters such as earthquakes or floods; and human-made disasters such as conflict or war. BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance falling into two conceptual areas:

- *Humanitarian Response* activities comprise needs-based humanitarian assistance provided to save lives, alleviate suffering, and protect human dignity during and in the aftermath of emergencies. Humanitarian assistance is grounded in humanitarian principles and is directed toward the most vulnerable populations.
- *Early Recovery, Risk Reduction, and Resilience (ER4)* activities will set the initial foundations for longer-term recovery as appropriate, and will work in close conjunction with humanitarian assistance. Early recovery is an approach that supports communities impacted by crises to protect and restore basic systems and service delivery. Early recovery builds on humanitarian response efforts and establishes the initial foundations of long-term recovery. Early recovery activities are implemented for a specified, appropriate timeframe that assists populations recovering from an identifiable shock. Risk reduction is the prevention of new and reduction of existing disaster risk and management of residual risk, which contributes to strengthening resilience and to the achievement of sustainable development. Resilience is the ability of people, households, communities, countries, and systems to mitigate, adapt to, and recover from shocks and stresses in a manner that reduces chronic vulnerability and facilitates inclusive growth.

BHA has seven offices, as follows:

The Bureau's three geographic offices are: (1) Office of Africa; (2) Office of Asia, Latin America, and the Caribbean; and (3) the Office of the Middle East, North Africa, and Europe. Each geographic office designs, provides, and assesses humanitarian assistance for their respective regions, including assistance related to responding to, recovering from, and reducing the risk of human-made and natural disasters, while linking with other USAID investments that build resilience.

The Office of Global Policy, Partnerships, Programs, and Communications (G3PC) shapes and influences USAID's role within the international humanitarian system; leads engagement on a range of policy, programmatic, and operational issues; and positions the Agency to influence collective response to emergency needs across the globe.

The Office of Technical and Program Quality (TPQ) leads the Bureau's efforts to provide high-quality programmatic and technical leadership, oversight, and guidance. In addition, TPQ leads the Bureau's external engagement with academia and coordinates research to advance the effectiveness, efficiency, and impact of humanitarian and multi-year programming.

The Office of Humanitarian Business and Management Operations (HBMO) is responsible for maintaining 24/7 operability by providing leadership, planning, quality assurance, technical expertise, and process management. HBMO ensures effective stewardship of the Bureau's support services, including workforce planning, staffing, financial management, internal controls, facilities operations, and infrastructure.

The Office of Field and Response Operations (FARO) leads and manages operational assistance and the purchase and delivery of goods and services in response to declared foreign disasters and international humanitarian needs in key functional areas, including supply-chain management, procurement, logistics, oversight, and operational coordination with the U.S. military.

INTRODUCTION

The Office of Middle East, North Africa, and Europe (MENAE) designs, provides, and assesses humanitarian assistance, including assistance related to responding to, recovering from, and reducing the risk of man-made, complex emergencies, and natural disasters, while linking with other USAID investments which build resilience. To achieve these objectives, humanitarian experts based overseas coordinate with local authorities and USAID Missions, while humanitarian experts based in Washington, DC, coordinate with the Department of State, Department of Defense, National Security Council, and USAID Regional Bureaus. MENAE contains three Divisions: 1) Europe and North Africa, 2) Middle East Arabian Peninsula and Iran, and 3) Middle East and Levant.

The Senior Regional Humanitarian Program Officer (SHPO) in Budapest, Hungary will monitor BHA-funded programs, liaise with the international organization (IO) and non-governmental organization (NGO) community, provide assessments when appropriate, and make program recommendations. The SHPO position requires an individual who is able to travel outside of the country where he/she is based on short notice for two to three weeks at a time, or longer, on occasion. The SHPO will serve as a primary contact and liaison for on-going disaster activities related to disaster response, preparedness, mitigation, and training programs. The SHPO will work to increase the capability of host governments, IOs, and NGOs to respond and prepare for disasters in the affected region. The SHPO will be responsible for disaster analysis, program monitoring, overseeing NGO partner implementation, reporting to BHA/Washington, and liaising with USAID Missions and U.S. Embassies.

OBJECTIVE

BHA requires the services of a SHPO for the Middle East, North Africa, and Europe Regional Team based in Budapest, Hungary to meet its objectives of coordinating disaster response activities and carrying out its lead role in facilitating and coordinating USG emergency assistance overseas.

DUTIES AND RESPONSIBILITIES

Working under the guidance and supervision of the Regional Director (RD), Deputy RD, or designated Regional Advisor (RA), the SHPO supports the regional office through the management of humanitarian activities in the region, assisting with program analysis, monitoring, strategy development, and coordinating with partners in the humanitarian community. The SHPO will work closely with a program team that may include RDs, Deputy RDs, Regional Humanitarian Advisor (RHAs), Senior Humanitarian Advisors, Program Officers, Regional Team Leaders, Deputy Team Leaders, Humanitarian Assistance Officers (HAOs), and Program Assistants. The SHPO will perform the following:

Contextual Specialty:

- Develop and maintain an expert understanding of humanitarian developments across the region to include political, social, and operational issues impacting humanitarian efforts.
- Develop and maintain knowledge of USAID and USG humanitarian priorities and strategies within the region, and BHA's contributions and comparative advantages to those efforts.
- Provide regular reporting, through cables and other means, on issues related to the humanitarian strategy and programs in the region.
- Provide regular reports on site visits, meetings, relevant current events, and other issues that impact humanitarian relief efforts.

Portfolio Management:

- Develop and maintain a detailed working knowledge of BHA's humanitarian portfolio in MENAE.
- Work with BHA's Washington-based and field-based program staff to develop program strategies for sudden onset or long-term responses and ER4 activities across the region. Oversee day-to-day management of the regional portfolio and its budgets.
- Support team members in assessing emergency response and ER4 needs in the region to ensure that BHA's programs are appropriately responsive.
- Assist Agreement Officer's Representatives (AORs) in managing humanitarian awards by providing field-based insights, knowledge, and perspectives.
- Travel as permitted to assess, evaluate, and monitor humanitarian conditions in the region, and make strategic recommendations for appropriate interventions.
- Provide guidance on regulations and policies.

Representation:

- Support the regional team in maintaining relations with relevant leadership in the region in representing USAID and BHA on humanitarian issues. This will include but is not limited to, United Nations (UN) agencies, IOs, NGOs, USG personnel, donors, host government authorities, and others.
- Assist the regional team in coordinating with the donor community on policy issues affecting humanitarian operations and developing integrated, non-duplicative programs, as needed.
- Engage in and report on joint donor humanitarian evaluations and UN-led assessments and participate actively in the international community response structures, including participating in UN clusters and Humanitarian Coordination Team (HTC)s.
- Prepare briefing papers, notes, and presentations on BHA programming for official USG visitors interested in humanitarian issues.
- Represent BHA with various audiences, as requested.

Leadership:

- Serve as a peer mentor to team members on grants and portfolio management, to include BHA's business process, portfolio-specific budget and workload management, and post-award monitoring and management.

- In close coordination with the RD, RHA, and HAO, work with NGOs, IOs, and UN agencies that are developing proposals for BHA (including grant amendments and extensions) to ensure compliance with BHA's guidelines.
- Participate in office-wide discussions on initiatives that impact program implementation to provide field-based perspectives, as assigned. Conducts field monitoring of USG-funded humanitarian assistance projects and assessments of affected areas as required.
- Maintains contact with relief organizations conducting humanitarian operations, particularly with USG current and potential partners, obtaining information on in-country response activities and sharing BHA's strategic approach and priorities.
- Leverages advanced understanding of BHA grant guidelines and USAID business practices to advise implementing partners and the BHA AORs of the field's preferred course of action on concept notes, new proposals, and decision points that arise during award implementation and management.
- Provides input to strategies and related operational plans.

General Duties:

- Serve in planning or program positions on response teams, assessment teams, or to provide coverage for field offices with field for extended periods of time.
- Work effectively in a challenging and restrictive work environment and strictly adhere to U.S. Embassy security guidelines.
- As needed, serve on a Disaster Assistance Response Team (DART) which may require immediate (within 24 hours) deployment overseas for an extended period of time.
- May serve as needed, on Washington-based Response Management Teams (RMTs), which provide services and support to DARTs deployed in response to disasters. The duties on RMTs will vary.
- As needed, may serve on temporary detail within the Bureau to meet operational needs during staff shortages. Duties performed while in detail will be aligned with the Team's existing duties and responsibilities and will be directly related to the scope of work provided.
- Become certified and serve as an AOR/Contracting Officer's Representative (COR), as assigned. The AOR/COR provides financial and programmatic oversight of all aspects of managing the agreement or contract; this includes but is not limited to reviewing invoices, requests for approvals, program/project deliverables (i.e. work plans, annual reports, month status reports), travel requests, key personnel requests, and financial/budget reports. They are responsible for drafting and submitting the annual contractor performance evaluation in Contract/Assistance Performance Assessment Review System. They prepare and review contract/assistance modifications documentation and assist the Contracting/Agreement Officer to ensure performance is compliant with the terms and conditions of the contract/agreement, the FAR, and USAID policy. AOR/CORs are responsible for all related requirements in the COR designation letter and the AOR designation letter.

SUPERVISORY CONTROLS

The supervisor sets overall objectives and resources available; the USPSC consults with the supervisor to develop deadlines, projects, and work to be done. The USPSC is responsible for planning and carrying out assignments. The USPSC is responsible for planning approaches or methodology to be used in carrying out assignments.

PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. During deployment on DARTs (if required), and during site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

WORK ENVIRONMENT

Work is primarily performed in an office setting. During deployment on DARTs (if required), and during site visits, the work may additionally involve special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions.

ARTICLE II -- PLACE OF PERFORMANCE

The place of performance for the services under this contract is the Official USAID Worksite at **Budapest, Hungary - USAID/BHA/MENAE**.

ARTICLE III -- PERIOD OF PERFORMANCE

The contractor's period of performance will be from December 31, 2023 through December 30, 2028.

Immediately after written notice from the Contracting Officer that all clearances, including the medical and security clearances required under the General Provisions, have been received, unless another date is specified by the Contracting Officer in writing, the contractor must proceed to **Budapest, Hungary - USAID/BHA/MENAE**, where the contractor must promptly commence performance of the duties specified in **Article I** above.

ARTICLE IV -- CONTRACTOR'S COMPENSATION AND REIMBURSEMENT**A. Line Items**

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) - Yr. 1 Award Type: Cost Product Service Code: R497 BBFY: 2024 Fund: FD-X23 OP: BHA/HBMO Prog Area: PO.2 Dist. Code: 185-W BGA: 185 SOC: 1130008; Funded: \$133,302.00 SOC: 1210408; Funded: \$22,509.00	1	LOT	\$155,811.00	\$155,811.00

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 2 (Unfunded)	1	LOT	\$160,122.00	\$160,122.00
0003	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 3 (Unfunded)	1	LOT	\$164,571.00	\$164,571.00
0004	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 4 (Unfunded)	1	LOT	\$169,157.00	\$169,157.00
0005	Base Period - Compensation, Fringe Benefits/ODCs - Yr. 5 (Unfunded)	1	LOT	\$173,874.00	\$173,874.00

B. Allowable Costs included in the line items are as follows:

1. Compensation/Daily Rate. The contractor's annual compensation rate is \$109,908.00 (\$52.66/hr. x 8 hrs. = \$421.28/day). The contractor's daily rate is calculated by dividing the annual compensation by 2087 hours multiplied by eight hours per day.

The contractor is not authorized to receive Locality Pay.

For annual pay comparability increases, see the contract clause entitled "Work Schedule and Compensation (Pay Comparability and Locality Pay Adjustments)."

2. Performance-Based Pay Increases. Pay increases based on annual written performance evaluations of satisfactory or better performance may increase the rate of pay to the next "step" within the GS-equivalent grade for this contract. When the contractor reaches the highest step within the GS-equivalent grade the rate will be "capped" and the contractor will not receive any additional step increases. This does not affect the pay comparability increases.
3. Withholdings and Contributions. USAID will deduct tax and Federal Insurance Contributions Act (FICA) withholdings, and provide employer FICA contributions in accordance with the contract clause entitled "Social Security, Federal Income Tax, and Foreign Earned Income."
4. Health and Life Insurance. The contractor is eligible for reimbursement in accordance with the contract clause entitled "Insurance."
5. Differentials and Allowances. The contractor may be eligible for additional pay and/or reimbursement in accordance with the contract clause entitled "Differentials and Allowances" as follows:
 - Post Differential
 - Danger Pay Allowance
6. Work In Excess of 80 Hours/Pay Period. In accordance with the contract clause entitled "Work Schedule and Compensation (Pay Comparability and Locality Pay Adjustments)," the Contractor may be permitted to work more than 80 hours per pay period where such a work schedule is

standard practice at an overseas Mission, or where such a schedule is specifically authorized, in writing and in advance, by the Contracting Officer, based on special circumstances and USAID's need for services.

Where the non-standard work schedule takes the form of a six or seven-day workweek, compensation for the approved additional work days will be at the basic daily rate noted above. Compensation for work in excess of the 80-hour pay period will not be used to calculate differentials or allowances.

7. Compensatory Time. The contractor may be authorized compensatory time in accordance with the clause entitled "Leave and Holidays."
8. Overtime. For any overtime pay, it must be specifically authorized in writing by the Supervisor and submitted to the Contracting Officer in advance of the performance of such duty.
9. Other Pre-Contract Costs. The Contractor may be reimbursed for other approved expenses such as medical examinations and immunizations.

C. Total Estimated Cost (TEC)

In accordance with **Block 11** of the Cover Page of the contract, the total estimated cost budgeted for compensation, fringe benefits, and other direct costs in line items 0001, 0002, 0003, 0004 and 0005 is calculated to cover the period of December 31, 2023 through December 30, 2028.

**BUDGET DETAIL:
COMPENSATION:**

	12/31/2023- 12/30/2024	12/31/2024- 12/30/2025	12/31/2025- 12/30/2026	12/31/2026- 12/30/2027	12/31/2027- 12/30/2028
Annualized salary/2087*8 /1 /10 /11 /12 /13	109,908	113,199	116,595	120,094	123,696
PCA Days* Daily Rate* PCA% /1 /10 /11 /12 /13	3,172	3,280	3,392	3,508	3,627
Hours Beyond Regular Workweek* Hourly Rate /2	12,638	13,018	13,408	13,811	14,225
Post Differential Days*Daily Rate*PD% /3	3,160	3,254	3,352	3,453	3,556
Danger Pay Days*Daily Rate*DP% /4	3,160	3,254	3,352	3,453	3,556
Sunday Differential Days*Daily Rate*SD% /5	1,264	1,302	1,341	1,381	1,422
TOTAL	133,302	137,307	141,440	145,700	150,082

BENEFITS:

FICA (.062* Total Compensation) /6	8,265	8,513	8,769	9,033	9,305
Medicare (.0145* Total Compensation) /6	1,933	1,991	2,051	2,113	2,176
Health Insurance /7	7,266	7,266	7,266	7,266	7,266
Life Insurance /8	500	500	500	500	500
TOTAL	17,964	18,270	18,586	18,912	19,247

TOTAL COMPENSATION AND BENEFITS	151,266	155,577	160,026	164,612	169,329
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OTHER BENEFITS/ALLOWANCES:

Training & ODCs /9	4,545	4,545	4,545	4,545	4,545
TOTAL	4,545	4,545	4,545	4,545	4,545
Compensation/Allowances/Differentials	151,266	155,577	160,026	164,612	169,329

Training/Other Direct Costs	4,545	4,545	4,545	4,545	4,545
GRAND TOTAL	155,811	160,122	164,571	169,157	173,874

TOTAL ESTIMATED COST (Yr. 1 - Yr. 5) 823,535

EOCC Subtotals	Yr. 1 Amount Funded	Yr. 2 Estimated	Yr. 3 Estimated	Yr. 4 Estimated	Yr. 5 Estimated
Basic Compensation	125,718	129,497	133,395	137,413	141,548
Post Differential	3,160	3,254	3,352	3,453	3,556
Danger Pay Differential	3,160	3,254	3,352	3,453	3,556
Sunday Differential	1,264	1,302	1,341	1,381	1,422
FICA/Medicare	10,198	10,504	10,820	11,146	11,481
Health Insurance	7,266	7,266	7,266	7,266	7,266
Life Insurance	500	500	500	500	500
Other Benefits/Allowances	4,545	4,545	4,545	4,545	4,545
TOTAL	155,811	160,122	164,571	169,157	173,874

Budget Notes

* All costs have been rounded to the nearest whole dollar.

/1 At the onset of this contract, the annual salary will be \$109,908.00 (\$52.66/hr. x 8 hrs. = \$421.28/day). This rate is equivalent to a GS-13/Step 10 on the 2023 GS pay scale without locality. This rate will apply from December 31, 2023 through January 13, 2024. A Pay Comparability Adjustment is estimated for January 2024 and will increase the annual salary by \$3,172.00 to \$113,080.00 for 251 days from January 14, 2024 through December 30, 2024. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/2 This line item provides an estimate of 240 hours per year, to fund hours worked beyond the normal workweek if it is standard practice at the US Mission post or if the BHA Office Director has authorized in advance, and in writing based on special circumstances and the needs of the service.

/3 This line item provides an estimated amount for Post Differential should the contractor be required to travel to a post with Post Differential in effect at the time of TDY. Post Differential Pay has been estimated for 30 days per year at 25% of the daily rate. The effective date and percentage of Post Differential will be in accordance with the Department of State Standardized Regulations (DSSR).

/4 This line item provides an estimated amount for Danger Pay, should the contractor be required to travel to a post which has Danger Pay in effect at the time of TDY. Danger Pay was computed at a rate of 25% of the daily rate for an estimated 30 days per year. The effective date and percentage of Danger Pay shall be in accordance with the Department of State Standardized Regulations (DSSR).

/5 This line item provides an estimated amount for Sunday Differential Pay in accordance with ADS 309. Payment is allowed if the contractor is required to work on a Sunday in a country where Sunday Differential is authorized and where the Mission Director has deemed it appropriate. Sunday Differential was computed at a rate of 25% for an estimated 12 days per year.

/6 This amount is based on a combination of Federal Insurance Contributions Act (FICA) calculated at 6.2% of the first \$160,200.00 per year of personal compensation and Medicare calculated at 1.45% of total compensation per year. This amount represents the employer's contribution and is not paid to the contractor. FICA payments will be made in accordance with Internal Revenue Service (IRS) Circular E, and USAID will deduct FICA contributions from the employee's salary.

/7 A contribution of \$7,266.00 per year has been provided toward health insurance for an individual plan and is applicable in accordance with AIDAR Appendix D (rate in accordance with AAPD 10-01 and applicability in accordance with AAPD 10-03). The amount shown on this line is the maximum contribution payable.

/8 A contribution of \$500.00 per year has been provided toward life insurance and is applicable in accordance with AIDAR Appendix D.

/9 An amount of \$4,545.00 per year is provided for Other Direct Costs. Of that amount, \$2,000.00 per year has been provided for training, which is the standard amount of funds provided to BHA PSCs. Prior written approval from the Supervising Officer is required before enrolling in a training course; these funds are not transferrable. Additionally, an estimated amount has been provided for approved other expenses to include, but is not limited to such items as medical examinations and immunizations (in accordance with AAPD 10-01), professional liability insurance, taxis, business cards, courier fees and other administrative expenses incurred while conducting official USAID/BHA business.

/10 During the second year of this contract, the annual salary is projected to be \$113,199.00 (\$54.24/hr. x 8 hrs. = \$433.92/day). This rate is equivalent to a projected GS-13/Step 10, without locality, provided a satisfactory performance evaluation is received. This rate will apply from December 31, 2024 through January 11, 2025. A Pay Comparability Adjustment is estimated for January 2025 and will increase the annual salary by \$3,280.00 for 252 days from January 12, 2025 through December 30, 2025. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/11 During the third year of this contract, the annual salary is projected to be \$116,595.00 (\$55.87/hr. x 8 hrs. = \$446.94/day). This rate is equivalent to a projected GS-13/Step 10, without locality, provided a satisfactory performance evaluation is received. This rate will apply from December 31, 2025 through January 10, 2026. A Pay Comparability Adjustment is estimated for January 2026 and will increase the annual salary by \$3,392.00 for 253 days from January 11, 2026 through December 30, 2026. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/12 During the fourth year of this contract, the annual salary is projected to be \$120,094.00 (\$57.54/hr. x 8 hrs. = \$460.35/day). This rate is equivalent to a projected GS-13/Step 10, without locality, provided a satisfactory performance evaluation is received. This rate will apply from December 31, 2026 through January 09, 2027. A Pay Comparability Adjustment is estimated for January 2027 and will increase the annual salary by \$3,508.00 for 254 days from January 10, 2027 through December 30, 2027. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

/13 During the fifth year of this contract, the annual salary is projected to be \$123,696.00 (\$59.27/hr. x 8 hrs. = \$474.16/day). This rate is equivalent to a projected GS-13/Step 10, without locality, provided a

satisfactory performance evaluation is received. This rate will apply from December 31, 2027 through January 08, 2028. A Pay Comparability Adjustment is estimated for January 2028 and will increase the annual salary by \$3,627.00 for 255 days from January 09, 2028 through the estimated completion date of December 30, 2028. **The actual Federal Raise for this contract will be equal to the rate and effective as of the date of any raise received by U.S. Government employees if applicable.**

- D. Maximum U.S.-Dollar Obligation. The maximum U.S. dollar obligation under this contract must not exceed **\$ 155,811.00**. The contractor must keep a close account of all obligations incurred and accrued under this contract and promptly notify the Contracting Officer whenever, in the contractor's opinion, the obligated maximum is not sufficient to cover all compensation and costs reimbursable in US dollars which the contractor anticipates under the contract.
- E. USAID will pay the contractor in U.S. dollars for compensation and other necessary and reasonable costs actually incurred in the performance of the contract, as described in the allowable costs above, subject to the terms, conditions and clauses in the contract, except as may be payable in the currency of the Cooperating Country pursuant to **Article IV**.

ARTICLE V -- COSTS REIMBURSABLE AND LOGISTIC SUPPORT

- A. General: The contractor will be provided in local currency U.S. dollars for the following: N/A
- B. Method of Payment of Local Currency Costs: Those contract costs which are specified as local currency costs in **paragraph A.** above, if not furnished in kind by the cooperating government or the Mission, will be paid to the contractor in a manner adapted to the local situation, based on vouchers submitted in accordance with General Provision entitled "Payment." The documentation for such costs shall be on such forms and in such manner as the Mission Director prescribes.

ARTICLE VI -- PRE-CONTRACT EXPENSES

No expense incurred before execution of this contract will be reimbursed unless such expense was incurred after receipt and acceptance of a pre-contract expense letter issued to the contractor by the Contracting Officer, and then only in accordance with the provisions and limitations contained in such letter. The rights and obligations created by such letter shall be considered as merged into this contract.

ARTICLE VII -- ADDITIONAL SPECIAL CONTRACT REQUIREMENTS

- A. Access to USAID Facilities and USAID's Information Systems

Homeland Security Presidential Directive-12 (HSPD-12) requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of federally-controlled facilities and/or federal information systems. The contractor must comply with all applicable HSPD-12 and PIV procedures as described below, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including related USAID General Notices, Office of Security

Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

The contractor may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to perform the services under this contract. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

Before a contractor may obtain a USAID ID (new or replacement) authorizing the contractor routine access to USAID facilities or logical access to USAID's information systems, the contractor must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. Contractors performing services in the U.S. must contact the USAID Office of Security to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a Personal Identity Verification (PIV)/Facilities Access Card (FAC), and before access will be granted to any of USAID's information systems. The contractor must physically present these two source documents for identity proofing upon enrollment at USAID/W or Mission security briefing.

The contractor is strictly prohibited from sharing logical access to USAID information systems and sensitive information. USAID will disable accounts and revoke logical access to USAID IT systems if the contractor share accounts.

USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential information security incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

The contractor must return any issued building access ID, PIV/FAC cards and remote authentication token to USAID custody upon termination or completion of the contract. Contact the USAID Office of Security, or Regional Security Office at overseas Missions, for further instruction.

B. Department of State Medical Clearances Program

1. In accordance with [ADS 309mac – Medical Clearance Process for USPSCs, and TCNPSCs not subject to the Local Compensation Plan \(LCP\)](#) – if the contractor travels or is on TDY abroad for 30 or more consecutive days, a valid and current medical clearance from the Department of State is required.
2. If the contractor's duties require travel to other posts for 30 consecutive days or more, and has an existing medical clearance, the contractor may use the "Medical Clearance Update" form.
3. Mission-Specific Forms: The contractor must submit any additional medical forms as may be required by a specific Mission or Operating Unit (e.g. Afghanistan or Iraq Pre-Deploy. Physical Exam Acknowledgement Sheet). [See ADS 309mac](#).

C. PSC Ombudsman

The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information: <https://www.usaid.gov/work-usaid/personal-service-contracts-ombudsman>

The PSC Ombudsman may be contacted via: PSCOmbudsman@usaid.gov

D. Security Clearance

The PSC must obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information (TS/SCI) level clearance.

E. Salary Cap

In accordance with ADS 309.3.1.18, the contractor is at the top of the GS equivalent level of this position and, therefore, will only receive increases based on the annual Pay Comparability Adjustment (PCA).

C - GENERAL PROVISIONS CONTRACT CLAUSES
USPSC AWARD

1. DEFINITIONS (JUN 1990) [DEVIATION (May 2020)]

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

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support.

(3) Parents (including step and legally adoptive parents) of the contractor or of the spouse, when such parents are at least 51 percent dependent on the contractor for support.

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the contractor, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the contractor for support, unmarried and under 21 years of age, or regardless of age, are incapable of self-support.

(o) "U.S. Resident Alien", as used in this contract, shall mean an alien immigrant, legally resident in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and having a valid "Alien Registration and Receipt Card" (Immigration and Naturalization Service forms I-151 or I-551).

(p) "Resident Hire U.S. Personal Services Contractor (USPSC)" means a U.S. citizen or resident alien who, at the time of contract award –

(i) resides in the cooperating country for reasons other than U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.; or

(ii) is a spouse or dependent of a U.S. citizen or resident alien with U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.

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

(a) Conformity to Laws and Regulations of the Cooperating Country. Contractor agrees that, while in the cooperating country, he/she as well as authorized dependents will abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

(b) Purchase or Sale of Personal Property or Automobiles. To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

(c) Code of Conduct. The contractor shall, during his/her tour of duty under this contract, be considered an "employee" (or if his/her tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of 18 U.S.C. 202(a) and the USAID General Notice entitled "Employee Review of the New Standards of Conduct" pursuant to 5 CFR part 2635. The contractor acknowledges receipt of a copy of these documents by his/her acceptance of this contract.

3. PHYSICAL FITNESS AND HEALTH ROOM PRIVILEGES (APR 1997) [DEVIATION (APR 2001)]

[The clause 3 is pending AIDAR revision. See ADS 309.3.2.2, and 309mac for current policy.]

(a) Physical Fitness

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

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

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

(b) Reimbursement. As a contribution to the cost of medical examinations required by paragraph

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

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

4. WORK SCHEDULE AND COMPENSATION (PAY COMPARABILITY AND LOCALITY PAY ADJUSTMENTS) (JUL 2007) [DEVIATION (JUL 2022)]

a) Work Schedule. The contractor's work schedule shall not be less than 80 hours per pay period, unless otherwise provided in the Contract Schedule, and shall coincide with the work schedule for those employees of the USAID Mission, Bureau, or Independent Office, or the Cooperating Country agency most closely associated with the work of this contract. If the contract is for less than full time (80 hours per pay period), the annual and sick leave earned shall be prorated (see the General Provision of this contract entitled Leave and Holidays).

b) USAID promotes telework and remote work as workplace flexibilities for contractors. However, telework and remote work are arrangements to facilitate the accomplishment of work. The ability to telework or remote work is not a right or an entitlement and not all PSC positions will be conducive to telework or remote work. Telework and remote work are discretionary tools and may be terminated for business reasons, performance, operational needs, or a contractor's failure to comply with policy directives and required procedures and protocols. For a position that is authorized for remote work, an approved alternative worksite for the contractor will be approved in the Schedule of the contract. For positions that are not authorized for remote work, the contractor may be authorized to telework at the Agency's discretion based on Agency policy as from time to time amended. If the position is suitable for telework, as telework is not a right or entitlement and is discretionary, the contractor must receive approval from their supervisor by submitting a Telework Agreement in accordance with Agency policy.

c) Locality Pay. A contractor based in the United States who is not authorized to remote work will be entitled to locality pay based on the location of the Official USAID Worksite. A contractor based in the United States who is authorized to remote work will be entitled to locality pay based on the rate for the approved alternative worksite as specified in the Schedule of the contract. Any change to the approved alternative worksite will require a contract modification and may result in a change to the compensation as the locality pay will be adjusted accordingly. A contractor serving abroad is not authorized to receive locality pay.

d) Compensation (Pay Comparability) Adjustments. The contractor's compensation shall be adjusted to reflect the pay comparability adjustments, which are granted from time to time to U.S. direct-hire employees by Executive Order for the statutory pay systems (usually in January). Any adjustments authorized are subject to the availability of funds and shall not exceed that percentage stated in the Executive Order granting the adjustment. Further, the adjusted compensation may not exceed the annual "USAID Contractor Salary Threshold (USAID CST)", which is equivalent to the maximum rate for agencies without a certified SES performance appraisal system (or the equivalent hourly rate).

5. LEAVE AND HOLIDAYS (NOV 2020) [Deviation (NOV 2021)]

(a) Annual Leave.

(1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

(ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.

(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 40-hour workweek, which will be prorated if the contract provides for a shorter workweek:

Time in Service	Annual leave (AL) accrual rate
0 to 3 years	4 hours of leave for each 2-week period.
over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year).
over 15 years	8 hours of AL for each 2-week period.

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as—:

(A) An individual personal services contractor with USAID for any duration covered by Sec. 636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or

(B) A former U.S. Government (USG) direct-hire civilian employee; and/or

(C) An honorable active duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (e.g., SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than the earlier of either—

(i) The end of the leave year two years after the date fixed by the approving official as the termination date of the exceptional circumstances beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

(i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

(ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.

(b) *Sick Leave*. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 40-hour workweek, and the rate of accrual will be prorated if the contract provides for a shorter workweek. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) *Home Leave*. (1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph (c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

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

(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4) of this clause, at the same USAID Mission under this contract, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3)(i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this “Leave and Holidays” clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route. Additional home leave travel requirements are included in the “Travel and Transportation Expenses” clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) *Home Leave for Qualifying Posts.* (1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this "Leave and Holidays" clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor's option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) *Holidays and Administrative Leave.* The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) *Military Leave.* Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to the contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the Mission Director. A copy of the contractor's official orders and the contracting officer or Mission Director approval will be part of the contract file.

(g) *Leave Without Pay (LWOP).* The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) *Compensatory Time.* USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct-hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees.

(i) *Family and Medical Leave.* (1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have--

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(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) Paid Parental Leave.

(1) If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph, similar to that provided to USAID direct-hire employees. When authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental

leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor.

Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of performance obligation agreement before the period of leave, such leave may be temporarily authorized, or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (5).

(ii) If the contractor fails to return to work for the required 12-week obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (5) if the contractor is unable to fulfill the required 12-workweek obligation for any of the following reasons:

(A) in the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency's judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) *Leave Records*. The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

6. DIFFERENTIAL AND ALLOWANCES (NOV 2020)

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

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

(1) Post Differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas) Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables--Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to the contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment enroute to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the

assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

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

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

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

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

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

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

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

(9) Danger Pay Allowance. Danger pay allowance is an allowance to provide additional compensation above basic compensation to employees in foreign areas where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential, which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence. The contractor shall be allowed danger pay allowance not to exceed that paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

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

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

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

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

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

8. ADVANCE OF DOLLAR FUNDS (APR 1997)

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

9. INSURANCE (APR 1997) [Deviation (DEC 2009)]

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

(b) Health and Life Insurance.

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

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

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

(4) Proof of health and life insurance coverage shall be submitted to the Contracting Officer before any contribution is paid. On assignments of less than one year, costs for health and life insurance shall be prorated and paid accordingly.

(5) A contractor who is a spouse of a current or retired Civil Service, Foreign Service, or Military Service member and who is covered by their Government employee’s or retiree’s Government health or life insurance policy is ineligible for the contribution under paragraphs (b)(1) or (b)(2) of this provision.

(c) Insurance on Private Automobiles. If the contractor or his/her dependents transport, or cause to be transported, privately owned automobile(s) to the Cooperating Country, or any of them purchase an

automobile within the Cooperating Country, the contractor agrees to ensure that all such automobile(s) during such ownership within the Cooperating Country will be covered by a current, i.e., not in arrears, insurance policy issued by a reliable company providing the following minimum coverage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is/are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

10. TRAVEL AND TRANSPORTATION EXPENSES (JUL 1993)

(a) General.

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

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

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

(c) International Travel. For travel to and from post of assignment, the contractor shall be reimbursed for travel costs and travel allowances from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the contractor's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the contractor's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with USAID's established policies and procedures for its direct-hire employees and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If the contract is for longer than one year and the contractor does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for the contractor and his/her dependents are

not reimbursable hereunder. If the contractor serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the contractor's permanent, legal place of residence at the time he or she was employed for work under this contract, or other location as approved by the Contracting Officer, are not reimbursable under this contract for the contractor and his/her dependents. When travel is by economy class accommodations, the contractor will be reimbursed for the cost of transporting up to 10 kilograms/22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign areas)-hereinafter referred to as the Standardized Regulations--as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the Federal Travel Regulations as from time to time amended.

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

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

(f) Limitation on Travel by Dependents. Travel costs and allowances will be allowed for authorized dependents of the contractor and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and returned, only if the dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the contractor, whichever is greater, except as otherwise authorized hereunder for education, medical or emergency visitation travel. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

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

(h) Travel by Privately Owned Automobile (POV). If travel by POV is authorized in the contract schedule or approved by the Contracting Officer, the contractor shall be reimbursed for the cost of travel performed

in his/her POV at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the POV, if the POV is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

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

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

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

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

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

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

(j) Home Leave Travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the contractor's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the Uniform State/USAID/USIA Foreign Service Travel Regulations, as from time to time amended, and will be limited to the cost of travel by the most direct and expeditious route. Travel allowances for travelers shall be in accordance with the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel

time required by scheduled commercial air carrier using the most expeditious route using economy class. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler or the traveler uses other than economy class. Per-diem during such stopover shall be paid in accordance with the Standardized Regulations.

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

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

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

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

(m) Unaccompanied Baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival of the contractor and dependents, and consideration should be given to advance shipments of unaccompanied baggage. The contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. These limitations are available from the Contracting Officer. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel when authorized by the terms of this contract.

(n) International Ocean Transportation.

(1)

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the contractor may obtain a release from the requirement to use U.S. flag vessels from the Transportation Division, Office of Acquisition and Assistance, U.S. Agency for

International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

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

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

(3) Reduced rates on U.S.-flag carriers are in effect for shipments of household goods and personal effects of USAID contractors between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the Bill of Lading documentary evidence that the shipment is for the account of USAID. The Contracting Officer will, on request, furnish to the contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates, which are available in accordance with the foregoing.

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

11. PAYMENT (AUG 1996)

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

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

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

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

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

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

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

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

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

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

13. POST OF ASSIGNMENT PRIVILEGES (JUL 1993)

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

14. SECURITY REQUIREMENTS (JUN 1990)

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

(b) The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the USAID Office of Security (IG/SEC), as referenced in paragraph (d) of this provision and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting

Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

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

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

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

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

15. CONTRACTOR-MISSION RELATIONSHIPS (DEC 1985)

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

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

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

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

16. TERMINATION (NOV 2020)

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

(1) For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the contractor in the event

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

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

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

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

17. RELEASE OF INFORMATION (DEC 1985)

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

18. NOTICES (DEC 1985)

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

To USAID:

Administrator

U.S. Agency for International Development,

Washington, D.C. 20523-0001,

Attention: Contracting Officer (name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor:

At his/her post of duty while in the Cooperating Country and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice, whichever is later.

19. REPORTS (JUN 1987)

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

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

(2) Via U.S. Postal Service:
Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910,U.S.A.

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

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

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

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

20. USE OF POUCH FACILITIES (JUL 1993)

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

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

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

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

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

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

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

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

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

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

21. BIOGRAPHICAL DATA (JUN 1990)

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

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

- (1) Contractor's full name, home address, and telephone number including any after-hours emergency number(s).
- (2) The name and number of the contract, and whether the individual is the contractor or the contractor's dependent.
- (3) The name, address, and home and office telephone number(s) of each individual's next of kin.
- (4) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

22. U.S. RESIDENT HIRE PERSONAL SERVICES CONTRACTOR BENEFITS (JUN 1990) [Deviation (May 2020)]

A contractor meeting the definition of a Resident Hire USPSC contained in section 12, General Provisions, in the clause entitled "Definitions," is subject to U.S. Federal Income Tax, but is not eligible for any fringe benefits including differentials and allowances, travel and transportation expenses, repatriation, rest and recuperation travel, or home leave of any kind. The contractor may be eligible for certain differentials and allowances when in travel status for temporary duty (TDY.)

23. ORIENTATION AND LANGUAGE TRAINING (JUL 1993)

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

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

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

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

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

(a) U.S. Resident Hire PSC. The contractor may commence work prior to the completion of the security clearance. However, until such time as clearance is received, the contractor shall have no access to

classified or administratively controlled materials. Further, failure to obtain clearance will constitute cause for contract termination in accordance with paragraph (a)(2) of General Provision 16 of this contract.

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

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

25. MEDICAL EVACUATION (MEDEVAC) SERVICES [Deviation (NOV 2021)]

a. A [contractor][PSC] who is required to relocate abroad for assignment at a duty station under authority of the US Ambassador (i.e., under Chief of Mission authority) 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."

b. (1) A [contractor][PSC] who is required to relocate abroad for assignment or travel for temporary duty at a duty station under authority of the Department of Defense must obtain MEDEVAC service coverage including coverage for authorized dependents while performing personal services abroad. USAID will reimburse the total cost of MEDEVAC insurance to the PSC. The PSC must provide proof of coverage to the CO in order to receive reimbursement.
 (2) Exception. A PSC and authorized dependents with a health insurance program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer are not required to obtain MEDEVAC service coverage.

The clause only applies to individuals working on behalf of USG overseas who are not in-country under the Department of State Chief of Mission authority (e.g. those posted at or on TDY to a DOD Installation under Status of Forces Agreement authority).

26. GOVERNING LAW (NOV 1996)

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

27. [RESERVED]

28. MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCT 2006)

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

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

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

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

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

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

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

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

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or a dependent in accordance with the General Provisions entitled Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and

Transportation.” In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision entitled Travel and Transportation Expenses, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or dependent is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or dependent. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor’s invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

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

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

29. INCENTIVE AWARDS (DEC 2019)

The contractor is eligible to receive certain monetary and non-monetary USAID incentive awards in accordance with the AIDAR and USAID internal policy.

30. RELOCATION EXPENSE BENEFIT [Deviation (NOV 2021)]

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

(a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

(1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or

(2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

(1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.

(2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.

(6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

D - FEDERAL ACQUISITION REGULATION (FAR) CLAUSES (FC)
USPSC AWARD

1. FAR Clauses Incorporated in Full Text

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.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed December 31, 2023 through December 30, 2028 and if necessary, an additional six (6) months [See FAR 52.217-8].

52.232-34 PAYMENT BY EFT—OTHER THAN SAM (JUL 2013)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor’s EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor’s EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

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

(d) Suspension of payment.

- (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

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

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

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

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.233-1 DISPUTES. (JUL 2002) – Alternate I (MAY 2014)

(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 the contract, and comply with any decision of the Contracting Officer.

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.

2. FAR Clauses Incorporated by Reference

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>

ITEM NO.	FAR NO.	TITLE	DATE
FC 1.	52.203-7	Anti-Kickback Procedures	(JUN 2020)

FC 2.	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2020)
FC 3.	52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	(APR 2014)
FC 4.	52.204-9	Personal Identity Verification of Contractor Personnel	(JAN 2011)
FC 5.	52.204-27	Prohibition on a ByteDance Covered Application	(JUN 2023)
FC 6.	52.215-2	Audit and Records - Negotiations	(JUN 2020)
FC 7.	52.222-50	Combating Trafficking in Persons	(JAN 2019)
FC 8.	52.223-6	Drug –Free Workplace	(MAY 2001)
FC 9.	52.224-1	Privacy Act Notification	(APR 1984)
FC 10.	52.224-2	Privacy Act	(APR 1984)
FC 11.	52.229-8	Taxes - Foreign Cost-Reimbursement Contracts	(MAR 1990)
FC 12.	52.232-17	Interest	(MAY 2014)
FC 13.	52.232-20	Limitation of Cost	(APR 1984)
FC 14.	52.232-22	Limitation of Funds	(APR 1984)
FC 15.	52.232-23	Assignment of Claims	(MAY 2014)
FC 16.	52.233-4	Applicable Law for breach of Contract Claim	(OCT 2004)
FC 17.	52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
FC 18.	52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
FC 19.	52.246-5	Inspection of Services - Cost-Reimbursement	(APR 1984)
FC 20.	52.246-25	Limitation of Liability - Services	(FEB 1997)
FC 21.	52.252-2	Clauses Incorporated by Reference	(FEB 1998)

[END]

Exhibit O



USAID
FROM THE AMERICAN PEOPLE

OMB No: 0412-0602
Expiration Date: 10/31/2023
Page 1 of 35 Pages

CONTRACT WITH AN INDIVIDUAL FOR PERSONAL SERVICES

The Privacy Act Statement is found at the end of this form

1. Name (Last, First and Middle Names) and Address Mr. Mark Herzberg c/o USAID/West Bank & Gaza US Embassy Jerusalem		2. Citizenship: American Lawful Permanent Resident of the U.S. (Green Card Holder) ☐ Yes ☐ No		3. Contract Number 72029422S00001		4. Ethics Code ☒ N ☐ C ☐ P	
5. Country of Performance West Bank and Gaza		6. Effective Date 06/22/2022		7. Estimated Completion Date 06/23/2027		8. Contract Type ☒ U.S. ☐ CCN ☐ TCN	
9. Benefits Plan ☐ CCN/TCN - Local Compensation Plan (LCP) ☐ TCN - not subject to LCP ☒ U.S. - Resident Hire ☐ U.S. - Abroad/U.S.-based		10. Obligation Amount (at award) \$159,677		11. Total Estimated Cost \$798,385			
12. Requisition Number REQ-294-22-000033		13. Technical Office (Name, Office Symbol, Address) Executive Office (EXO) USAID/West Bank and Gaza c/o US Embassy Jerusalem			14. Supervising Officer (Name and Title) Supervisory Executive Officer		
15. Solicitation Number N/A				16. Position Title Deputy Executive Officer			
17. Contracting Office (Name, Office Symbol, Address) Office of Contracts Management (OCM) USAID/West Bank and Gaza c/o US Embassy Jerusalem							
18. Administered By (If other than Contracting Office in Block 17)							
19. PSC AUTHORITIES Awarded Pursuant to: ☒ Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended. ☐ Annual Foreign Operations Appropriations ☒ Other - Specify: Executive Order 11223, ADS 309 and AIDAR Appendix D							
20. Accounting & Classification Codes: See Article VII							
21. Payment will be made by (Name, Office Symbol, Address) Office of Financial Management (OFM) USAID/West Bank and Gaza c/o US Embassy Jerusalem							
This Contract consists of this Cover Page, the Schedule and AIDAR and FAR Clauses.							
				UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT			
22. Signature of Contractor Mark Herzberg Digitally signed by Mark Herzberg Date: 2022.06.23 00:01:19 +03'00'				23. Signature of Contracting Officer Digitally signed by Daniel Harter Date: 2022.06.22 15:32:09 +03'00'			
24. Typed or Printed Name Mark Herzberg				25. Typed or Printed Name Daniel Harter			
26. Date				27. Date			

The United States of America, herein called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the AIDAR and FAR Clauses. To the extent of any inconsistency between the Schedule or the Clauses and any specifications or other provisions, which are made a part of this contract, by reference or otherwise, the Schedule and the Clauses shall control. To the extent of any inconsistency between the Schedule and the Clauses, the Schedule shall control.

SPECIAL NOTE:

For U.S. Citizens and U.S. Resident Aliens: As an employee for purposes of Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended (22 USC 2396(a)(3)), the Contractor is generally an employee of the United States for purposes of laws other than those administered by the Office of Personnel Management (i.e., Title 5, United States Code). This includes being an employee of the United States for the purposes of Title 26, United States Code, which subjects the Contractor to withholding for both FICA and Federal Income Tax, and precludes the Contractor from receiving the federal earned income tax exclusion of 26 USC Section 911.

PRIVACY ACT STATEMENT

PRA Burden Statement: The collection is required to obtain or retain benefits. The estimated burden per response is fifteen minutes. The respondent is not obligated to respond unless a valid OMB control number is displayed on the form. Any comments related to the burden estimate can be sent to pscpolicymailbox@usaid.gov.

Authority: The authorities for the collection of information are: Foreign Assistance Act, Pub. L. 87-165, as amended; 48 CFR 37.104, Personal services contracts; and 48 CFR Ch. 7, App. D, Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad; and 48 CFR Ch. 7, App. J, Direct USAID Contracts with a Cooperating Country National and with a Third Country National for Personal Services Abroad.

Purpose: This form collects personal information on individuals who are awarded USAID personal services contracts. This form serves as the cover sheet of the contract with the individual and the acceptance by the personal services contractor and the contracting officer to the terms of the contract.

Routine Uses: In addition to those disclosures generally permitted under the Privacy Act of 1974, the information collected may be disclosed according to the routine uses stated in the System of Records Notice titled, "USAID-34, Personal Services Contractor Records" published in the Federal Register under 80 FR 11391.

Disclosure: Providing personal identifiable information is voluntary; however, if the requested information is not provided, it may delay or prevent the execution of the personal services contract.

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 USPSC-L Mark Herzberg

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B - SCHEDULE

ARTICLE I—STATEMENT OF DUTIES

The Contractor shall act as a Deputy Executive Officer (D/EXO) in the Executive Office at USAID West Bank & Gaza in Jerusalem. S/he reports directly to the Supervisory Executive Officer. Following is a portion of the incumbent's scope of duties as stated in the Scope of Work, which is made a part of this contract:

1. BASIC FUNCTIONS OF THE POSITION

USAID West Bank and Gaza (WBG) is a highly visible USAID Mission and its Executive Office (EXO) administratively supports the Mission's development program within an extraordinarily complex and often tense political environment. USAID WBG's staff is comprised of approximately 100 American and local employees. Local employees are from the various political, ethnic and religious groups found in the region.

The Jerusalem-based contract Deputy Executive Officer for the USAID/West Bank and Gaza Mission (USAID/WBG) reports to the Supervisory Executive Officer (S/EXO) and is responsible for the delivery of effective personnel, administrative and logistical support services for the Mission's offices and staff in Tel Aviv and Jerusalem, with primary focus on its Jerusalem branch operations. The incumbent serves as a key liaison between USAID WBG and US Palestinian Affairs Unit (PAU) management offices.

The contractor oversees day to day operations of USAID WBG's Jerusalem office and serves as the alter ego to the US Direct Hire (USDH) Supervisory Executive Officer (S/EXO). S/he reviews and recommends actions for the S/EXO's attention. S/he assigns and follows up on all USAID WBG Jerusalem office operations to ensure they are carried out properly and within appropriate time limits.

2. MAJOR DUTIES AND RESPONSIBILITIES

The incumbent supervises USAID/WBG General Services Office (GSO) and other functions, including but not limited to:

- personal and real property management (for both the Tel Aviv and the Jerusalem Offices),
- procurement and planning for Jerusalem operations and events,
- security, safety and health matters for the Jerusalem office,
- mail and other document transfers between Tel Aviv and Jerusalem offices,
- access control for the Jerusalem office,
- maintenance for the Jerusalem office and residences,
- housing for Jerusalem-based USDH of USAID WBG. S/he serves as USAID WBG's representative to the Inter-Agency Housing Board at the PAU,
- Administrative approval of travel and other vouchers.

The Contractor serves as advisor and assists the USDH S/EXO in planning, directing and administering the management program of USAID/WBG. S/he is the senior advisor to the S/EXO on important issues regarding USAID WBG Jerusalem personnel and operations and recommends actions, strategies and decisions. S/he serves as a liaison with the Regional Security Office in Jerusalem and advises on motor-pool operations and security concerns in Jerusalem and the West Bank. S/he assures that all Physical Security, Information Management (IT) and other systems in USAID/WBG's Jerusalem office are functioning properly.

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S/he is responsible for USAID WBG communications between its Tel Aviv and Jerusalem offices including the smooth transmission of appropriate management information from the PAU (Jerusalem) and the US Embassy Branch Office (Tel Aviv) through EXO channels to USAID staff in both offices.

S/he monitors overall performance of the Jerusalem Executive Office operations and advises the S/EXO of general operations from a Jerusalem perspective and of matters of special concern. The contractor is also charged with ensuring that USAID WBG Jerusalem operations comply with USAID regulations and United States Government (USG) statutory requirements.

S/he represents USAID WBG Mission in important meetings at the PAU in Jerusalem regarding a range of matters including, but not limited to; security and disaster relief, local personnel administration, and ICASS management.

The Contractor formulates expert opinions and exercises good judgment, often under times of stress and in limited time frames, to make decisions and provides advice on the USAID WBG management policies, contracting practices and may provide personal counseling and/or advice to employees.

Because of USAID's WBG complex operating environment and the visibility and special importance of Jerusalem, the incumbent needs to be on call 24 hours. The incumbent maintains contacts at all levels within USAID, Embassy, PAU, Washington, and the host country government officials.

Directly supervises USAID WBG General Services Supervisor and the EXO's Jerusalem-based administrative local staff. The Contractor is responsible for management of personnel under his/her direct supervision, including performance appraisals and recommendations for personnel actions.

The Contractor serves as Embassy Mission Disaster Relief Officer (MDRO). S/he serves as a key link between the PAU Jerusalem and the US Branch Office Embassy in Tel Aviv in emergencies and is advisor to USAID WBG's Mission Disaster Relief Officer (MDRO) s.

The incumbent acts as the Mission Supervisory Executive Officer in the absence of the USDH S/EXO, and has the overall responsibility for all functions normally being carried out by the S/EXO.

The daily work responsibilities include:

1. GENERAL SERVICES

The incumbent has responsibility for budget planning and procurement, managing space allocation, housing and related functions for USAID Jerusalem operations. S/he directly supervises USAID WBG's property management and office building maintenance for both its Jerusalem and Tel Aviv operations. The Contractor is responsible for review and approval utility and other routine procurements for its Jerusalem operations using the USG purchase card and for contracting up to the Contractor's warrant limit, currently \$25,000, for goods and services for Jerusalem operations. The Contractor monitors EXO procurements through final disposition and contract actions, including the review and pre-approval of procurement and contract actions, assignment of priorities and actual receipt of the goods and services procured; to final close-out.

The Contractor is also responsible for assisting the S/EXO to develop the Mission's annual procurement plan for operations, in concert with other EXO Sections and the Mission's Financial Management Office (FMO). With the S/EXO's final approval, s/he submits USAID WBG's annual Operating Expense and Program Support (PS) budget requests to the Mission's FMO.

Additionally, the incumbent's responsibilities include oversight of Jerusalem housing and leasing and supervision of office lease preparations and negotiations for both Jerusalem and Tel Aviv.

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S/he oversees ICASS- and building management-provided services for the Jerusalem office and ensures that they and residential maintenance and make-ready preparations meet requirements and service standards.

The Contractor keeps abreast of the maintenance requirements of USAID WBG offices, and recommends appropriate actions. When appropriate, the incumbent will compare and analyze options of provision in-house vs. outsourcing to control costs or improve quality.

The Contractor administers and supervises the Mission's safety and security program for Jerusalem. The program includes but is not limited to, overseeing on-site PAU Local Guard Force, overall coordination with PAU RSO and building security, and maintenance of emergency notification systems covering all employees in Jerusalem. He/she shall also be responsible for maintaining office and residential evacuation equipment and procedures, building floor warden programs, periodic safety training of employees. S/he collaborates closely with the D/EXO in Tel Aviv to assure that the Mission's telephone tree and other emergency systems are comprehensive and in place to reach both USAID WBG's Tel Aviv and Jerusalem staff and include staff serving temporarily in either location.

S/he supervises the property management function for non-expendable and expendable property, including office equipment and furniture inventories, as well as the Mission Director's residence.

2. POLICY MATTERS

In coordination with the FMO, the incumbent assists the S/EXO to develop operating expense support budgets. S/he monitors obligations of OE and OE Supplemental funds. S/he advises the S/EXO and the Program Office (PO) on the Program Support budget matters.

S/he is responsible for conducting ICASS negotiations with the PAU and maintains communications and establishes working relationships with both the Embassy and PAU Management Sections, including applicable General Services, Financial Management Offices, and Security staff to ensure the receipt of services procured under ICASS and to resolve any outstanding issues. S/he assists the S/EXO in evaluating ICASS services and makes recommendations to the S/EXO resolve any ICASS-related issues. S/he represents USAID on ICASS Council.

S/he serves as the USAID Representative on the Joint Country Awards Committee.

S/he conducts management analyses and studies as required by the S/EXO to effect improvements in management operations. Assists the S/EXO and the Mission's Human Resource staff in planning and direction of a continuing program to evaluate mission organization, staffing and services to ensure maximum utilization of material and human resources. Analyzes requirements and makes administrative and technical recommendations to Mission management.

S/he develops and implements appropriate EXO or Mission-wide internal management control systems and policies. Drafts or clears Mission Orders, Staff Notices and correspondence from the office dealing with management policies.

3. GENERAL ASSISTANCE TO THE SUPERVISORY EXECUTIVE OFFICER

Assists the Supervisory EXO with the voluminous work in the operations of all EXO sections and coordination with other Mission offices.

Provides guidance and advice to all EXO sections. Participates in decision-making in virtually all EXO and management issues.

As the alter ego to the Supervisory Executive Officer, the incumbent is in charge of the office when the Supervisory EXO is absent from Post, i.e. for home leave, R&R travel, conferences, and training, an average of one to two months per year.

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ARTICLE II- PERIOD OF PERFORMANCE

The contractor's period of performance shall be o/a five years, from June 24, 2022 through June 23, 2027.

Employment under this contract is of a continuing nature. Its duration is expected to be part of a series of sequential contracts; all contract provisions and clauses and regulatory requirements concerning availability of funds and the specific duration of this contract shall apply.

ARTICLE III – CONTRACTOR'S COMPENSATION AND REIMBURSEMENT

- A. Except to the extent reimbursement is payable in the currency of the Cooperating Country pursuant to Article IV, USAID shall pay the contractor compensation after it has accrued and reimburse him/her in U.S. dollars for necessary and reasonable costs actually incurred by him/her in the performance of this contract within the categories listed in paragraph C, below, and subject to the applicable conditions and limitations set out in the contract, including the attached General Provisions (GP).
- B. The amount budgeted and available as personal compensation to the contractor is calculated to cover a calendar period of approximately five years, from June 24, 2022 through June 23, 2027.
- C. Maximum U.S. Dollar Obligation:
In no event shall the maximum U.S.-dollar obligation under this contract exceed USD \$ 159,677. Contractor shall keep a close account of all obligations he/she incurs and accrues hereunder and promptly notify the Contracting Officer whenever in his/her opinion the said maximum is not sufficient to cover all compensation and costs reimbursable in U.S. dollars which he/she anticipates under the contract.
- D. If there is no previous PSC/Civil/Foreign/Military service (U.S. Government Personal Services Contract) exceeding three years, Contractor will earn four hours of annual leave and four hours of sick leave for each two-week period in pay status. After three years of service this accrual rate may be adjusted in accordance with the guidelines of General Provision 5, entitled "Leave and Holidays".
- E. Allowable Costs:
- Compensation is equivalent to GS Grade 14 Step 10 in accordance with the 2022 General Schedule Salary scale, and as illustrated in the following contract budget:

EOCC	Budget Category		Amount 1 st Year GS 14/10	Amount 2 nd Year GS 14/10	Amount 3 rd Year GS 14/10	Amount 4 th Year GS 14/10	Amount 5 th Year GS 14/10	Total
Compensation								
1130008	Basic Compensation		\$124,764	\$124,764	\$124,764	\$124,764	\$124,764	\$623,820
1130008	Pay Comparability Adjustment	3%	\$3,743	\$3,743	\$3,743	\$3,743	\$3,743	\$18,715
2520900	Miscellaneous		\$500	\$500	\$500	\$500	\$500	\$2,500
Total Compensation			\$129,007	\$129,007	\$129,007	\$129,007	\$129,007	\$645,035
Other								

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Reimbursable Costs								
1210408	Health Insurance (72% of actual receipts)		\$20,339	\$20,339	\$20,339	\$20,339	\$20,339	\$101,695
1210408	Life Insurance (50% of actual receipts)		\$500	\$500	\$500	\$500	\$500	\$2,500
2560100	FICA/Medicare	7.65%	\$9,831	\$9,831	\$9,831	\$9,831	\$9,831	\$49,155
Total Other Reimbursable Costs			\$30,670	\$30,670	\$30,670	\$30,670	\$30,670	\$153,350
Total Employee Direct Costs			\$159,677	\$159,677	\$159,677	\$159,677	\$159,677	\$798,385

F. Sick Leave: This follow-on contract carries over 1565 hours of sick leave.

ARTICLE IV – COSTS REIMBURSABLE AND LOGISTIC SUPPORT

The contractor shall be provided with the following:

1. Office space
2. Office equipment.

ARTICLE V – PRE-CONTRACT EXPENSES

No expense incurred before execution of this contract will be reimbursed unless such expense was incurred after receipt and acceptance of a precontract expense letter issued to the contractor by the Contracting Officer, and then only in accordance with the provisions and limitations contained in such letter. The rights and obligations created by such letter shall be considered as merged into this contract.

ARTICLE VI – ADDITIONAL SPECIAL CONTRACT REQUIREMENTS

A. ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS

Homeland Security Presidential Directive -12 (HSPD-12) requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of federally-controlled facilities and/or federal information systems. The contractor must comply with all applicable HSPD-12 and PIV procedures as described below, and any subsequent USAID or government-wide HSPD-12 and PIV procedures as described below, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

The contractor may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to perform the services under this contract.

(Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

Before a contractor may obtain a USAID ID (new or replacement) authorizing the contractor routine access to USAID facilities or logical access to USAID's information systems, the size photo. One identity source document must be a valid Federal or state government-issued picture ID. Contractors performing services in the U.S. must contact the USAID Office of

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Security to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a Personal Identity verification (PIV)/facilities Access Card (FAC), and before access will be granted to any of USAID's information systems. The contractor must physically present these two source documents for identity proofing upon enrollment at USAID/W or Mission security briefing.

The contractor is strictly prohibited from sharing logical access to USAID information systems and sensitive information. USAID will disable accounts and revoke logical access to USAID IT systems if the contractor share accounts.

USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential information security incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

The contractor must return any issued building access ID, PIV/FAC cards and remote authentication token to USAID custody upon termination or completion of the contract. Contact the USAID office of Security, or Regional Security Office at overseas Missions, for further instruction.

B. CONFLICT OF INTEREST

In accordance with 48 CFR 109.5 and applicable USAID regulations and guidance, by accepting this contract, the Contractor agrees that he will neither directly, nor indirectly, assist any firm or organization in the preparation of any bids, offers or proposals which may be solicited under a USAID financed procurement if that solicitation is based upon, or uses, any specification or scope of work or part thereof, which are developed by the Contractor. In addition, the Contractor certifies that, during the course of carrying out the scope of work as set forth hereunder, the Contractor shall conform her conduct in accordance with the conflicts of interest and employee ethic provisions of USAID Handbook 24, Chapter 2, Att.20.

C. COMPLIANCE WITH THE REQUIREMENT OF THE PROCUREMENT INTEGRITY ACT:

The Contractor shall comply with all provisions of the Procurement Integrity Act and provide any certification requested by the Act.

- Clearances:

The contractor's Employment Authorization is valid through July 31, 2024.

D. EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient 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 responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

E. PSC OMBUDSMAN

The PSC Ombudsman serves as a resource for any Personal Services contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the

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agency. Please visit our page for additional information: <https://www.usaid.gov/work-usaid/personal-service-contracts-ombudsman>

The PSC Ombudsman may be contacted via: PSCOmbudsman@usaid.gov

ARTICLE VII - ACCOUNTING AND APPROPRIATION DATA

Request No.:	REQ-294-22-000033
Accounting Template:	294-OE-2021
Total Amount Obligated:	\$159,677

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C- GENERAL PROVISIONS CONTRACT CLAUSES

**GENERAL PROVISIONS CONTRACT WITH A U.S. CITIZEN
OR A U.S. RESIDENT ALIEN FOR PERSONAL SERVICES ABROAD**

GP.1 DEFINITIONS (JUN 1990) [DEVIATION (MAY 2020)]

- (a) "USAID" shall mean the Agency for International Development.
- (b) "Administrator" shall mean the Administrator or the Deputy Administrator of USAID.
- (c) "Contracting Officer" shall mean a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Contractor" shall mean the individual engaged to serve under this contract.
- (e) "Cooperating Country" shall mean the foreign country in or for which services are to be rendered hereunder.
- (f) "Cooperating Government" shall mean the government of the Cooperating Country.
- (g) "Government" shall mean the United States Government.
- (h) "Local currency" shall mean the currency of the Cooperating Country.
- (i) "Mission" shall mean the United States USAID Mission, or principal USAID office, in the Cooperating Country, or USAID/Washington (USAID/W).
- (j) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.
- (k) "Technical Officer" shall mean the USAID official to whom the contractor reports, and who is responsible for monitoring the contractor's performance.
- (l) "Tour of duty" shall mean the contractor's period of service under this contract and shall include orientation in the United States (less language training), authorized leave, and international travel.
- (m) "Traveler" shall mean-- (1) The contractor in authorized travel status or (2) Dependents of the contractor who are in authorized travel status.
- (n) "Dependents" means: (1) Spouse. (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support. (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the contractor for support. (4) Sisters and brothers (including step or adoptive sisters or brothers) of the contractor, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the contractor for support, unmarried and under 21 years of age, or regardless of age, are incapable of self-support.

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(o) "U.S. Resident Alien", as used in this contract, shall mean an alien immigrant, legally resident in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and having a valid "Alien Registration and Receipt Card" (Immigration and Naturalization Service forms I-151 or I-551).

(p) "Resident Hire U.S. Personal Services Contractor (USPSC)" means a U.S. citizen or resident alien who, at the time of contract award, — (i) resides in the cooperating country for reasons other than U.S. Government or non-U.S. government employment, or under any contract or other arrangement, that provides for repatriation to the U.S; or (ii) is a spouse or dependent of a U.S. citizen or resident alien who resides or will reside, in the cooperating country for the purpose of U.S. government or non-U.S. government employment, or under any contract or other arrangement that provides repatriation to the U.S.

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

(a) Conformity to Laws and Regulations of the Cooperating Country. Contractor agrees that, while in the cooperating country, he/she as well as authorized dependents will abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

(b) Purchase or Sale of Personal Property or Automobiles. To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

(c) Code of Conduct. The contractor shall, during his/her tour of duty under this contract, be considered an "employee" (or if his/her tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of 18 U.S.C. 202(a) and the USAID General Notice entitled "Employee Review of the New Standards of Conduct" pursuant to 5 CFR part 2635. The contractor acknowledges receipt of a copy of these documents by his/her acceptance of this contract.

GP.3 PHYSICAL FITNESS AND HEALTH ROOM PRIVILEGES (APR 2001)

(a) Physical Fitness.

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

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

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

(b) Reimbursement.

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(1) As a contribution to the cost of medical examinations required by paragraph (a)(3) of this clause, USAID shall reimburse the contractor not to exceed \$100 for each physical examination, plus reimbursement of charges for immunizations.

(2) As a contribution to the cost of medical examinations required by paragraph (a)(2) of this clause the contractor shall be reimbursed in an amount not to exceed half of the cost of the examination up to a maximum USAID share of \$300 per examination plus reimbursement of charges for immunizations for himself/herself and each authorized dependent 12 years of age or over. The USAID contribution for authorized dependents under 12 years of age shall not exceed half of the cost of the examination up to a maximum share of \$120 per individual plus reimbursement of charges for immunizations. The contractor must obtain the prior written approval of the Contracting Officer to receive any USAID obligations higher than these limits. If M/MED requires the proposed contractor and/or dependents to have additional tests done before providing medical clearance, the proposed contractor shall notify the Contracting Officer and the responsible individual in the requiring office. These additional tests shall be reimbursed to the proposed contractors at 100% of incurred costs, minus any payments by the proposed contractor's insurance company.

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

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

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

(b) Compensation (Pay Comparability) Adjustments. The PSC's compensation shall be adjusted to reflect the pay comparability adjustments, which are granted from time to time to U.S. direct-hire employees by Executive Order for the statutory pay systems (usually in January). Any adjustments authorized are subject to the availability of funds and shall not exceed that percentage stated in the Executive Order granting the adjustment. Further, the adjusted compensation may not exceed the annual "USAID Contractor Salary Threshold (USAID CST)", which is equivalent to the maximum rate for agencies without a certified SES performance appraisal system (or the equivalent hourly rate).

GP.5 LEAVE AND HOLIDAYS (NOV 2021)

(a) Annual Leave.

(1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

(ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.

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(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 40-hour workweek, which will be prorated if the contract provides for a shorter workweek:

Time in Service	Annual Leave (AL) accrual rate
0-3 years	4 hours of leave for each 2-week period
Over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year).
Over 15 years	8 hours of AL for each 2-week period

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as—:

(A) An individual personal services contractor with USAID for any duration covered by Sec. 636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or

(B) A former U.S. Government (USG) direct-hire civilian employee; and/or

(C) An honorable active duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (e.g., SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than either the end of the leave year two years after either —

(i) The date fixed by the approving official as the termination date of the exigency of the public business or other reason beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

(i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

(ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and

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circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.

(b) Sick Leave. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 40-hour workweek, and the rate of accrual will be prorated if the contract provides for a shorter workweek. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) Home Leave.

(1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph (c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

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

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(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4) of this clause, at the same USAID Mission under this contract, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional— (A) Two (2) years, or (B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3) (i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this “Leave and Holidays” clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route. Additional home leave travel requirements are included in the “Travel and Transportation Expenses” clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) Home Leave for Qualifying Posts.

(1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this “Leave and Holidays” clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor's option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) Holidays and Administrative Leave. The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) Military Leave. Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to the contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the Mission Director. A copy of the contractor's official orders and the contracting officer or Mission Director approval will be part of the contract file.

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(g) Leave Without Pay (LWOP). The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) Compensatory Time. USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct-hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees

(i) Family and Medical Leave.

(1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have –

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The Contracting Officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(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) Paid Parental Leave.

(1) If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph, similar to that provided to USAID direct-hire employees. When authorized to do so by the contracting

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officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor. Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of performance obligation agreement before the period of leave, such leave may be temporarily authorized, or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (5).

(ii) If the contractor fails to return to work for the required 12-week obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (5) if the contractor is unable to fulfill the required 12-workweek obligation for any of the following reasons:

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(A) in the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency' judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) Leave Records. The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

GP.6 DIFFERENTIAL AND ALLOWANCES (NOV 2020)

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

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

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

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

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

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

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

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

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

(8) Separate Maintenance Allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The contractor will receive separate maintenance allowance payments not to

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exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(9) Danger Pay Allowance. Danger pay allowance is an allowance to provide additional compensation above basic compensation to employees in foreign areas where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential, which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence. The contractor shall be allowed danger pay allowance not to exceed that paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

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

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

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

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

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

GP.8 ADVANCE OF DOLLAR FUNDS (APR 1997)

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

GP.9 INSURANCE (APR 1997)

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

b) Health and Life Insurance. As per AAPD 10-01: Personal Services Contracts, January 08, 2010, Changes in USG Reimbursement Amounts for Health Insurance and Physical Examination Costs :

(1) The contribution for health insurance shall not exceed 72% of the actual cost to the PSC for his/her annual health insurance, or the maximum U.S. Government contribution announced periodically by USAID's Office of Acquisition and Assistance, whichever is less. If the PSC is covered under a spouse's health insurance plan, where the spouse's employer pays some or all of the health insurance costs, the cost to the PSC for annual health insurance shall be considered to

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be zero.

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

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

(4) Proof of health and life insurance coverage shall be submitted to the Contracting Officer before any contribution is paid. On assignments of less than one year, costs for health and life insurance shall be prorated and paid accordingly.

(5) A contractor who is a spouse of a current or retired Civil Service, Foreign Service, or Military Service member and who is covered by their spouse's Government health or life insurance policy is ineligible for the contribution under paragraphs (b)(1) or (b)(2) of this provision.

(c) Insurance on Private Automobiles. If the contractor or his/her dependents transport, or cause to be transported, privately owned automobile(s) to the Cooperating Country, or any of them purchase an automobile within the Cooperating Country, the contractor agrees to ensure that all such automobile(s) during such ownership within the Cooperating Country will be covered by a current, i.e., not in arrears, insurance policy issued by a reliable company providing the following minimum coverage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is/are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

GP.10 TRAVEL AND TRANSPORTATION EXPENSES (JUL 1993)

(a) General.

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

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

(b) U.S. Travel and Transportation. The contractor shall be reimbursed for actual transportation costs and travel allowances in the United States as authorized in the Contract Schedule or approved in advance by the Contracting Officer or the Mission Director. Transportation costs and travel allowances shall not be reimbursed in any amount greater than the cost of, and time required for, Economy-class commercially scheduled air travel by the most expeditious route except as otherwise provided in

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paragraph (g) of this provision unless economy air travel is not available and the contractor certifies to this in his/her voucher or other documents submitted for reimbursement.

(c) International Travel. For travel to and from post of assignment, the contractor shall be reimbursed for travel costs and travel allowances from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the contractor's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the contractor's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with USAID's established policies and procedures for its direct-hire employees and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If the contract is for longer than one year and the contractor does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for the contractor and his/her dependents are not reimbursable hereunder. If the contractor serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the contractor's permanent, legal place of residence at the time he or she was employed for work under this contract, or other location as approved by the Contracting Officer, are not reimbursable under this contract for the contractor and his/her dependents. When travel is by economy class accommodations, the contractor will be reimbursed for the cost of transporting up to 10 kilograms/22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign areas)-hereinafter referred to as the Standardized Regulations--as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per-diem during such stopover shall be paid in accordance with the Federal Travel Regulations as from time to time amended.

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

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

(f) Limitation on Travel by Dependents. Travel costs and allowances will be allowed for authorized dependents of the contractor and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and returned, only if the dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the contractor, whichever is greater, except as otherwise authorized hereunder for education, medical or emergency visitation travel. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

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

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

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

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

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

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

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

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

(j) Home Leave Travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the contractor's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the Uniform State/USAID/USIA Foreign Service Travel Regulations, as from time to time amended, and will be limited to the cost of travel by the most direct and expeditious route. Travel allowances for travelers shall be in accordance with the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route using economy class. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler or the traveler uses other than economy class. Per diem during such stopover shall be paid in accordance with the Standardized Regulations.

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

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

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

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

(m) Unaccompanied Baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival of the contractor and dependents, and consideration should be given to advance shipments of unaccompanied baggage. The contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. These limitations are available from the Contracting Officer. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel when authorized by the terms of this contract.

(n) International Ocean Transportation.

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

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

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

(3) Reduced rates on U.S.-flag carriers are in effect for shipments of household goods and personal effects of USAID contractors between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the Bill of Lading documentary evidence that the shipment is for the account of USAID. The Contracting Officer will, on request, furnish to the contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates, which are available in accordance with the foregoing.

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

GP.11 PAYMENT (AUG 1996)

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

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

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

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

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

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

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

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

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

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

GP.13 SECURITY REQUIREMENTS (JUN 1990)

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

(b) The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the USAID Office of Security (IG/SEC), as referenced in paragraph (d) of this provision and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

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

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

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

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

GP.14 CONTRACTOR-MISSION RELATIONSHIPS (DEC 1985)

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

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

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

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

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statement of duties called for by the contract. However, he/she shall be under the general policy guidance of the Mission Director, and shall keep the Mission Director or his/her designated representative currently informed of the progress of the work under this contract.

GP.15 TERMINATION (FAR Deviation NOV 2020)

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

(1) For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the contractor in the event

(i) the Contractor commits a breach or violation of any obligations herein contained,

(ii) a fraud was committed in obtaining this contract, or

(iii) the contractor is guilty (as determined by USAID) of misconduct in the Cooperating Country.

Upon such a termination, the contractor's right to compensation shall cease when the period specified in such notice expires or the last day on which the contractor performs services hereunder, whichever is earlier. No costs of any kind incurred by the contractor after the date such notice is delivered shall be reimbursed hereunder except the cost of return transportation (not including travel allowances), if approved by the Contracting Officer. If any costs relating to the period subsequent to such date have been paid by USAID, the contractor shall promptly refund to USAID any such prepayment as directed by the Contracting Officer.

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

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

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

GP.16 RELEASE OF INFORMATION (DEC 1985)

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

GP.17 NOTICES (DEC 1985)

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

To USAID:
Administrator
U.S. Agency for International Development,
Washington, D.C. 20523-0001,
Attention: Contracting Officer (name of the cognizant Contracting Officer
with a copy to the appropriate Mission Director).

To Contractor:

At his/her post of duty while in the Cooperating Country and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice, whichever is later.

GP.18 REPORTS (JUN 1987)

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

- (1) Via E-mail: docsubmit@dec.cdie.org;
- (2) Via U.S. Postal Service:
Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910, U.S.A.
- (3) Via Fax: (301) 588-7787; or
- (4) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

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

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

GP.19 BIOGRAPHICAL DATA (JUN 1990)

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

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

Contract # 72029422S00001
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- (1) Contractor's full name, home address, and telephone number including any after-hours emergency number(s).
- (2) The name and number of the contract, and whether the individual is the contractor or the contractor's dependent.
- (3) The name, address, and home and office telephone number(s) of each individual's next of kin.
- (4) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

GP.20 RESIDENT HIRE U.S. PERSONAL SERVICES CONTRACTOR BENEFITS (JUN 1990) [Deviation (MAY 2020)]

A contractor meeting the definition of a Resident Hire USPSC contained in section 12, General Provisions, in the clause entitled "Definitions," is subject to U.S. Federal Income Tax, and is not eligible for expatriate fringe benefits including differentials and allowances, travel and transportation expenses, repatriation, rest and recuperation travel, or home leave of any kind. The contractor may be eligible for certain differentials and allowances when in travel status for temporary duty (TDY).

GP.21 GOVERNING LAW (NOV 1996)

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

GP.22 INCENTIVE AWARDS (DEC 2019)

The contractor is eligible to receive certain monetary and non-monetary USAID incentive awards in accordance with the AIDAR and USAID internal policy.

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D- FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

1. The following FAR Clauses are to be used along with the General Provisions, and are included here in full text:

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)

52.233-1 Disputes (Alternate 1) (MAY 2014)

(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.

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(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.

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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)

2. FAR Clauses Incorporated by Reference

The following FAR Clauses are hereby incorporated by to be used along with the General Provisions, and are incorporated by reference:

<u>NUMBER</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--Negotiation	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
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

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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
52.222-50	Combating Trafficking in Persons, ALT I	NOV 2021

[END OF CONTRACT]

Exhibit P

SOLICITATION/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 57 PAGES
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27					
2. CONTRACT NO. 7200AA22S00013		3. AWARD/ EFFECTIVE DATE	4. SOLICITATION NUMBER 7200AA22R00020	5. SOLICITATION TYPE ☐ SEALED BIDS ☐ NEGOTIATED (IFB) (RFP)	6. SOLICITATION ISSUE DATE 02/02/2022
7. ISSUED BY CODE 7200AA USAID M/OAA Office of Acquisition & Assistance 1300 Pennsylvania Avenue, NW, UA Washington DC 20523-1000		8. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS NAICS: 541990 ☐ 8(A) SIZE STANDARD: \$16.50		☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:	
		NO COLLECT CALLS			
9. (AGENCY USE)					

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)

☐ SUPPLIES ☒ SERVICES USPSC

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____
CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT
PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR
AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED
HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS
AND CONDITIONS STATED HEREIN.

13. CONTRACTOR CODE OFFEROR
KENNETH, SKLAW STEVEN
37028 GAVER MILL RD
PURCELLVILLE VA 20132-2747

TELEPHONE NO.
UNIQUE ENTITY IDENTIFIER Not Available
☐ CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
15. PROMPT PAYMENT DISCOUNT

12. ADMINISTERED BY CODE N/A
Not Applicable

14. PAYMENT WILL BE MADE BY CODE M/CF0
OFFICE OF FINANCIAL MANAGEMENT
M/CF0/CMP - USAID Annex, Floor 3
1300 Pennsylvania Ave NW
Washington DC 20523-7101

SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304 ☒ 41 U.S.C. 253
() ()

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	Period of Performance: 08/29/2022 to 08/28/2027				

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. TOTAL AWARD AMOUNT
(FOR GOVERNMENT USE ONLY)

\$1,399,588.57

25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO
ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
☒ FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

26. AWARD OF CONTRACT. YOUR OFFER ON SOLICITATION
NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS
☒ OR CHANGES WHICH ARE SET FORTH HEREIN, IS
ACCEPTED AS TO ITEMS:

27. SIGNATURE OF OFFEROR/CONTRACTOR

Kenneth Sklaw
NAME AND TITLE OF SIGNER (TYPE OR PRINT)

DATE SIGNED
08/23/2022

28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

JOSEPH TONY HAMILTON Sr (affiliate)
Digitally signed by JOSEPH TONY HAMILTON Sr (affiliate)
Date: 2022.08.24 11:05:06 -0400

NAME OF CONTRACTING OFFICER
Joseph Hamilton

DATE SIGNED

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
OTHER (Specify)			
WE DO		WE DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED	
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO:

7200AA
USAID M/0AA
Office of Acquisition & Assistance
1300 Pennsylvania Avenue, NW, UA
Washington DC 20523-1000

SOLICITATION NO. 7200AA22R00020

DATE AND LOCAL TIME _____

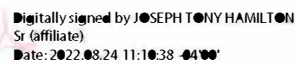


USAID
FROM THE AMERICAN PEOPLE

OMB No: 0412-0602
Expiration Date: 10/31/2023
Page 1 of 55 Pages

CONTRACT WITH AN INDIVIDUAL FOR PERSONAL SERVICES

The Privacy Act Statement is found at the end of this form

1. Name (Last, First and Middle Names) and Address Sklaw, Kenneth Steven 37028 Gaver Mill Rd. Hillsboro, VA 20132		2. Citizenship: USA Lawful Permanent Resident of the U.S. (Green Card Holder) ☐ Yes ☐ No		3. Contract Number 7200AA22S00013		4. Ethics Code ☐ N ☐ C ☐ P	
5. Country of Performance 997 - Worldwide		6. Effective Date August 29, 2022		7. Estimated Completion Date August 28, 2027		8. Contract Type ☒ U.S. ☐ CCN ☐ TCN	
9. Benefits Plan ☐ CCN/TCN - Local Compensation Plan (LCP) ☐ TCN - not subject to LCP ☐ U.S. - Resident Hire ☒ U.S. - Abroad/U.S.-based		10. Obligation Amount (at award) \$ 268,000.31		11. Total Estimated Cost \$1,399,588.57			
12. Requisition Number REQ-GH-22-000037		13. Technical Office (Name, Office Symbol, Address) USAID/GH/OCS			14. Supervising Officer (Name and Title) Willa Pressman, GH/OCS		
15. Solicitation Number 7200AA22R00020				16. Position Title Global Health (ROVER IV) Health Development Specialist			
17. Contracting Office (Name, Office Symbol, Address) USAID/M/OAA/GH							
18. Administered By (If other than Contracting Office in Block 17)							
19. PSC AUTHORITIES Awarded Pursuant to: ☒ Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended. ☐ Annual Foreign Operations Appropriations ☐ Other - Specify:							
20. Accounting & Classification Codes: See B - SCHEDULE, ARTICLE VI - ACCOUNTING AND APPROPRIATION DATA							
21. Payment will be made by (Name, Office Symbol, Address) M/CFO/CMP - USAID Annex, Floor 8							
This Contract consists of this Cover Page, the Schedule and AIDAR and FAR Clauses.							
				UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT			
22. Signature of Contractor <i>Kenneth Sklaw</i>				23. Signature of Contracting Officer JOSEPH TONY HAMILTON Sr (affiliate)  Digitally signed by JOSEPH TONY HAMILTON Sr (affiliate) Date: 2022.08.24 11:10:38 -0400			
Kenneth Steven Sklaw				25. Typed or Printed Name Joseph T Hamilton			
26. Date 08/23/2022				27. Date			

Contract No. 7200AA22S00013
USPSC – Kenneth S. Sklaw

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The United States of America, herein called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the AIDAR and FAR Clauses. To the extent of any inconsistency between the Schedule or the Clauses and any specifications or other provisions, which are made a part of this contract, by reference or otherwise, the Schedule and the Clauses shall control. To the extent of any inconsistency between the Schedule and the Clauses, the Schedule shall control.

SPECIAL NOTE:

For U.S. Citizens and U.S. Resident Aliens: As an employee for purposes of Section 636(a)(3) of the Foreign Assistance Act of 1961, as amended (22 USC 2396(a)(3)), the Contractor is generally an employee of the United States for purposes of laws other than those administered by the Office of Personnel Management (i.e., Title 5, United States Code). This includes being an employee of the United States for the purposes of Title 26, United States Code, which subjects the Contractor to withholding for both FICA and Federal Income Tax, and precludes the Contractor from receiving the federal earned income tax exclusion of 26 USC Section 911.

PRIVACY ACT STATEMENT

PRA Burden Statement: The collection is required to obtain or retain benefits. The estimated burden per response is fifteen minutes. The respondent is not obligated to respond unless a valid OMB control number is displayed on the form. Any comments related to the burden estimate can be sent to pscpolicymailbox@usaid.gov.

Authority: The authorities for the collection of information are: Foreign Assistance Act, Pub. L. 87-165, as amended; 48 CFR 37.104, Personal services contracts; and 48 CFR Ch. 7, App. D, Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad; and 48 CFR Ch. 7, App. J, Direct USAID Contracts with a Cooperating Country National and with a Third Country National for Personal Services Abroad.

Purpose: This form collects personal information on individuals who are awarded USAID personal services contracts. This form serves as the cover sheet of the contract with the individual and the acceptance by the personal services contractor and the contracting officer to the terms of the contract.

Routine Uses: In addition to those disclosures generally permitted under the Privacy Act of 1974, the information collected may be disclosed according to the routine uses stated in the System of Records Notice titled, "USAID-34, Personal Services Contractor Records" published in the Federal Register under 80 FR 11391.

Disclosure: Providing personal identifiable information is voluntary; however, if the requested information is not provided, it may delay or prevent the execution of the personal services contract.

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USPSC – Kenneth S. Sklaw

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B - SCHEDULE - USPSC AWARD

ARTICLE I -- STATEMENT OF DUTIES

A. General Statement of Purpose of the Contract

The Health Development Specialist will serve as a Rover providing services overseas on a temporary, medium- to long-term basis to cover health officer absences, including posting gaps; home, sick, annual and parental leave; and other causes that create medium- to long-term vacancies in health officer positions. The incumbent will primarily cover absences of the Health Office Director, Deputy Director, or Team Lead, managing and leading the mission health program and team, including supervising and mentoring staff; developing strategies, programs and projects; providing technical assistance; and undertaking the many tasks of a USAID Director/Deputy/Team Lead for a country health program.

Job duties will also include working closely with USAID Mission Directors and Deputy Directors; State Department staff, including at times, the U.S. Ambassadors and other USAID and inter-Agency Offices such as President's Emergency Plan for AIDS Relief (PEPFAR), and the Program, Acquisitions and Management Offices. The Rover may also be asked to represent USAID health programs with the local government, including ministry-level senior staff; international donors; and local community or private sector groups.

The position requires a professional with broad knowledge, experience and skills to lead and manage large complex USAID health programs. The incumbent must have the flexibility to travel to a range of geographic areas.

Assignments can vary from one to six months, with time in the field potentially adding up to 75% of the work year. The remainder of the incumbent's time will be to undertake work for OCS which may include, but is not limited to, staffing special projects; supporting Agency business processes such as Operational Plan/Health Implementation Plan (OP/HIP) reviews; and contributing to tasks associated with OCS' core functions of supporting Missions.

B. Statement of Duties to be Performed

During assignments, the incumbent may be responsible for liaising with the senior management officials within the US Department of State including the U.S. Ambassador or his/her designee in addition to the direct supervision of a Mission Director, Deputy Mission Director or his/her

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designee. The incumbent may also be required to liaise with senior management officials at other agencies of the US Government, international organizations, and the non-government community abroad. H/she may be asked to represent USAID to local officials, the private sector, diplomatic missions and international organizations; and visit program sites outside the primary office setting, acting according to USG protocol and regulations. The incumbent should have the skills and experience to provide authoritative advice and guidance to resolve, implement and manage health policy issues and oversee local and international technical experts in health technical areas. H/she requires the expertise to advise the Agency, Mission, and other development collaborators about the range and relative effectiveness of health programs and contribute to overall mission planning.

While every deployment is different, the incumbent may perform the following duties while deployed:

- Rapidly grasp the internal and external political issues of the country of deployment, including the nuances and challenges of working in a fragile, low or middle income country context, in order to effectively implement and oversee USAID's health program.
- Rapidly understand, apply and implement U.S. Government priorities in the country of deployment, such as commitments to local capacity development, diversity, equity, inclusion and accessibility (DEIA), climate change, and other health presidential initiatives (HIV, TB, Malaria, etc).
- Serve as a member of the USAID's Mission Senior Leadership Team. As such, will advise (orally and in writing) Ambassador, Mission Leadership, and/or USAID Washington on development, crisis, or conflict issues relevant to USAID. This will also include liaising with other USG agencies, bilateral and multilateral organizations, and diplomatic missions.
- Manage an office of local and expatriate personnel who are responsible for a range of programs (excluding direct hire staff unless granted Mission Director waiver approval).
- Oversee the work of mission personnel (excluding direct hire staff unless granted Mission Director waiver approval) who manage contracts, grants and/or cooperative agreements to implement programs within the mission portfolio in a range of sectors.
- Apply educational knowledge of public health, public policy or international relations expertise to oversee, manage, monitor, and evaluate multi-million-dollar health projects and portfolios to achieve health results in fragile, low or middle income countries. Also, may work to modify current programs or design new ones as directed by Mission management.
- Serve as a USAID health representative, establishing and maintaining contacts with representatives of local government and communities, including civil society organizations, implementing partners, and other non-government (NGOs) and international organizations.
- Oversee administrative and accountability requirements related to USAID office operations, ensuring these are handled in accordance with established policies and procedures.
- Report to and be supervised by the Mission Director, Deputy or Mission designee.
- As requested by Mission management, establish and maintain contact with senior management officials of the US Embassy, other USG agencies, bilateral and multilateral organizations and diplomatic missions.
- Ensure USAID is appropriately represented at health functions and meetings; work with stakeholders to further their understanding, appreciation, ownership, and participation in

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USAID supported programs.

- Supervise, mentor and support junior Foreign Service Officers as well as Foreign Service National staff.
- Utilize exceptional oral and written communications skills, including, if necessary, working in a foreign language, such as French, Portuguese, Spanish, to communicate with Senior Embassy and Mission leadership, high-level government officials, or international partners.
- Working across Missions and regions, the employee will gain a wealth of information and lessons from Missions to undertake the following with OCS, Regional Bureaus, and GH Country Teams:
 - Identify critical issues across Missions that need recognition and solutions by OCS, GH and/or the regional bureau Front Office.
 - Identify opportunities for strategic learning and sharing of key lessons learned between Missions/country programs, GH Country Teams and USAID/Washington health sector.
 - Document evidence from Mission experiences for global consumption, working with the Country Team, OCS and the OCS Communication Specialist to ensure broad dissemination and promotion of key findings to appropriate stakeholders.
 - During Mission assignments, the employee will maintain engagement with OCS and the GH Country Team-ensuring awareness of key issues and health programming in-country. The employee will respond to requests for information concerning Mission programs.

C. Supervisory Relationship

The Deputy Director of the Global Health Office of Country Support (GH/OCS) will be the overall supervisor to the Rover, providing guidance in the form of policy, program, and administrative directives, and evaluate the Rover (with mission input) annually for approval of the next option year. Working with the OCS Director and Field Coordination Unit (FCU) Lead, the OCS Deputy will determine mission assignments. While on TDY, the Rover will report to and receive guidance from a designated TDY supervisor within the Mission. The Rover will function with a high degree of independence, including taking actions to identify and resolve problems, identify needs and/or opportunities, and develop appropriate strategies to address them. The Rover will keep the OCS Deputy Director or designee, and FCU, informed of TDY progress and need for any support in biweekly check-ins. .

D. Supervisory Controls

The Health Development Specialist is expected to take initiative, act independently and perform with minimal direction in planning and carrying out assignments, resolving conflicts, coordinating with others and interpreting policies in terms of established objectives as part of a fast-paced office environment.

E. Physical Demands

The work is mostly sedentary. Some walking, bending and carrying light items may be required.

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TDYs and field trips usually involve substantial physical stamina to cope with poor transportation and long work hours.

ARTICLE II -- PERIOD OF PERFORMANCE

Within the specified timeline after written notice from the Contracting Officer that all clearances, including the medical and security clearances required under the General Provisions, have been received, unless another date is specified by the Contracting Officer in writing, the contractor must proceed to **New Employee Orientation - USAID/Washington**, where the contractor must promptly commence performance of the duties specified in **Article I** above.

The contractor's base period of performance will be from 08/29/2022 to 08/28/2023. Based on the satisfactory performance of the contractor, and Agency requirements, the Contracting Officer may exercise four (4) additional Option Period(s) (OPs) as follows:

Base Period:	August 29, 2022 – August 28, 2023
Option Period 1:	August 29, 2023 – August 28, 2024
Option Period 2:	August 29, 2024 – August 28, 2025
Option Period 3:	August 29, 2025 – August 28, 2026
Option Period 4:	August 29, 2026 – August 28, 2027

ARTICLE III -- CONTRACTOR'S COMPENSATION AND REIMBURSEMENT

A. Line Items

Item Number	Description	Total Amount
1	Base Salary Funding	\$154,503.78
2	Other Compensation (Post Diff)	\$58,064.00
3	Benefits (health, life, etc.)	\$55,432.53
4	Option Year 01 Base Salary	\$159,138.89
5	Option Year 01 Other Compensation	\$56,815.62
6	Option Year 01 Benefits	\$55,440.34
7	Option Year 02 Base Salary	\$163,913.06
8	Option Year 02 Other Compensation	\$58,520.09
9	Option Year 02 Benefits	\$56,478.39
10	Option Year 03 Base Salary	\$168,830.45
11	Option Year 03 Other Compensation	\$60,275.70
12	Option Year 03 Benefits	\$57,547.57
13	Option Year 04 Base Salary	\$173,895.36
14	Option Year 04 Other Compensation	\$62,083.97
15	Option Year 04 Benefits	\$58,648.82
Total Estimated Cost of Contract		TBD

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- B. Except to the extent reimbursement is payable in the currency of the Cooperating Country pursuant to Article IV, USAID shall pay the contractor's salary after it has accrued, and reimburse him/her in U.S. dollars for necessary and reasonable costs actually, incurred by the contractor in the performance of this contract within the categories listed in paragraph D, below, and subject to the applicable conditions and limitations set out in the contract, including Section C, General Provisions (GP).
- C. The amount budgeted and payable as salary, benefits and other compensation is calculated to cover approximately five (5) calendar year periods from 08/29/2022 to 08/28/2027, as detailed in this contract.

D. Maximum U.S-Dollar Obligation

In no event shall the contractor's expenditures exceed the maximum US dollar obligation under this contract of **\$268,000.31**. Contractor shall keep a close account of all obligations he/she incurs and accrues hereunder and promptly notify the Contracting Officer whenever, in his/her opinion, the said maximum is not sufficient to cover all compensation and costs reimbursable in US dollars which he/she anticipates under the contract.

E. Allowable Costs included in the line items Table "A" are as follows:

1. Compensation/Daily Rate. The contractor's compensation is calculated at the rate of **\$580.64 per day**, equivalent to **\$72.58 per hour**, calculated by dividing the annual compensation by 2087 hours multiplied by eight hours per day.

For pay comparability increases, see the contract clause entitled "4. Workweek and Compensation (Pay Comparability Adjustments), Budget Notes /1."
2. Performance-Based Pay Increases. Pay increases based on annual written performance evaluations of satisfactory or better performance may increase the rate of pay to the next "step" within the GS-equivalent grade for this contract. When the contractor reaches the highest step within the GS-equivalent grade the rate will be "capped" and the contractor will not receive any additional step increases. This does not affect the pay comparability increases.
3. Withholdings and Contributions. USAID will deduct tax and Federal Insurance Contributions Act (FICA) withholdings and provide employer FICA contributions in accordance with the contract clause entitled "Social Security, Federal Income Tax, and Foreign Earned Income."
4. Health and Life Insurance. The contractor is eligible for reimbursement in accordance with the contract clause entitled "Insurance."
5. Differentials and Allowances. The contractor may be eligible for additional pay and/or reimbursement in accordance with the contract clause entitled "Differentials and

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Allowances” as follows:

6. Work In Excess of 40 Hours/Week. In accordance with the contract clause entitled “Workweek and Compensation,” the Contractor may be permitted to work more than 40 hours per week where such a work schedule is standard practice at an overseas Mission, or where such a schedule is specifically authorized, in writing and in advance, by the Contracting Officer’s Representative, based on special circumstances and USAID’s need for services.

Where the non-standard work schedule takes the form of a six or seven-day workweek, compensation for the approved additional work days will be at the basic daily rate noted above. Compensation for work in excess of the 40 hour week will not be used to calculate differentials or allowances.

7. Compensatory Time. The contractor may be authorized compensatory time in accordance with the clause entitled “Leave and Holidays.”
8. Overtime. For any overtime pay, it must be specifically authorized in writing by the Supervisor and submitted to the Contracting Officer in advance of the performance of such duty.
9. Other Pre-Contract Costs. The Contractor may be reimbursed for other approved expenses such as: N/A

F. Total Estimated Cost (TEC)

In accordance with **Block 11** of the Cover Page of the contract, the total estimated cost budgeted for compensation, fringe benefits, and other direct costs are as follows:

Description	Period Amount	Period of Performance
Base Period:	\$268,000.31	August 29, 2022 – August 28, 2023
Option Period 1:	\$271,394.85	August 29, 2023 – August 28, 2024
Option Period 2:	\$278,911.54	August 29, 2024 – August 28, 2025
Option Period 3:	\$286,653.72	August 29, 2025 – August 28, 2026
Option Period 4:	\$294,628.15	August 29, 2026 – August 28, 2027
Total Estimated Amount With All Option Periods	\$1,399,588.57	August 29, 2022 – August 28, 2027

*Total and annual amounts will be determined at the time of actual option year exercise.

- G. Maximum U.S.-Dollar Obligation. The maximum U.S. dollar obligation under this contract must not exceed **\$1,399,588.57**. The contractor must keep a close account of all obligations incurred and accrued under this contract and promptly notify the Contracting Officer whenever, in the contractor’s opinion, the obligated maximum is not sufficient to cover all compensation and costs reimbursable in US dollars which the contractor anticipates under the contract. The contractor may be eligible for up to the annual federal pay raise (commonly known as PCA) pay increase on January 1st of each option year if the contractor’s

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performance is satisfactory and there is funding available. No other annual increases, including the annual federal pay raise (commonly known as PCA) will be implemented for this contract unless authorized by the Contracting Officer.

- H. USAID will pay the contractor in U.S. dollars for compensation and other necessary and reasonable costs actually incurred in the performance of the contract, as described in the allowable costs above, subject to the terms, conditions, and clauses in the contract, except as may be payable in the currency of the Cooperating Country pursuant to **Article IV**.

ARTICLE IV -- COSTS REIMBURSABLE AND LOGISTIC SUPPORT

- A. General: The contractor will not be reimbursed in local currency for the following: NONE
- B. Method of Payment of Local Currency Costs: Those contract costs which are specified as local currency costs in **paragraph A** above, if not furnished in kind by the cooperating government or the Mission, will be paid to the contractor in a manner adapted to the local situation, based on vouchers submitted in accordance with General Provision entitled "Payment." The documentation for such costs must be on such forms and in such manner as the Mission Director prescribes.

ARTICLE V -- PRE-CONTRACT EXPENSES

No expense incurred before execution of this contract will be reimbursed unless such expense was incurred after receipt and acceptance of a pre-contract expense letter issued to the contractor by the Contracting Officer, and then only in accordance with the provisions and limitations contained in such letter. The rights and obligations created by such letter shall be considered as merged into this contract.

ARTICLE VI – ACCOUNTING AND APPROPRIATION DATA

REQ-GH-22-000037									
Item	ID	Accounting Template	BBFY	EBFY	Fund	OP	BGA	SOC	Obligated Amount
1	1-1	GH-HIV Program Funds	2020	2024	GH-H	GH/OHA	997	1130008	\$38,000.00
1	1-2	GH-HN Program Funds	2021	2022	GH-C-TB	GH/PPP	997	1130008	\$27,000.31
1	1-3	GH-HN Program Funds	2021	2022	GH-C-PMI	GH/PPP	997	1130008	\$45,000.00
1	1-4	GH-HN Program Funds	2021	2022	GH-C-AI	GH/PPP	997	1130008	\$18,000.00
1	1-5	GH-HN Program Funds	2021	2022	GH-C	GH/PPP	997	1130008	\$6,503.47
1	1-6	GH-HN Program Funds	2021	2022	GH-C	GH/PPP	997	1130008	\$12,000.00
1	1-7	GH-HN Program Funds	2021	2022	GH-C-GFSI	GH/PPP	997	1130008	\$8,000.00
2	1-8	GH-HN Program Funds	2021	2022	GH-C	GH/PPP	997	1210408	\$55,432.53
3	1-9	GH-HN Program Funds	2021	2022	GH-C	GH/PPP	997	1150958	\$58,064.00
Total Amount Obligated Base Award									\$268,000.31

Total Obligated Amount: \$268,000.31
 Total Estimated Amount Including Option Periods: \$1,399,588.57
 Total Amount Unobligated Including Option Periods: \$1,131,588.26

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PAYMENT: USAID CFO prefers the submittal of invoices/vouchers to be electronic. Please submit electronic invoices/vouchers to the following address:
USPSC@usaid.gov.

ARTICLE VII – EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient 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 responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws.

ARTICLE VI -- ADDITIONAL SPECIAL CONTRACT REQUIREMENTS

A. Access to USAID Facilities and USAID's Information Systems

Homeland Security Presidential Directive-12 (HSPD-12) requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of federally-controlled facilities and/or federal information systems. The contractor must comply with all applicable HSPD-12 and PIV procedures as described below, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

The contractor may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to perform the services under this contract. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

Before a contractor may obtain a USAID ID (new or replacement) authorizing the contractor routine access to USAID facilities or logical access to USAID's information systems, the contractor must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. Contractors performing services in the U.S. must contact the USAID Office of Security to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a Personal Identity Verification (PIV)/Facilities Access Card (FAC), and before access will be granted to any of USAID's information systems. The contractor must physically present these two source documents for identity proofing upon enrollment at USAID/W or Mission security briefing.

The contractor is strictly prohibited from sharing logical access to USAID information systems and sensitive information. USAID will disable accounts and revoke logical access to USAID IT systems if the contractor share accounts.

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USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential information security incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

The contractor must return any issued building access ID, PIV/FAC cards and remote authentication token to USAID custody upon termination or completion of the contract. Contact the USAID Office of Security, or Regional Security Office at overseas Missions, for further instruction.

B. Department of State Medical Clearances Program

KENNETH SKLAW 371787
Subject: AH-UP Medical Clearance Notification for KENNETH SKLAW,
H&P_EMP, eMED number: #371787, USAID-Contractor
Reason for Clearance: è Contractor
Medical Clearance Determination: è Worldwide available
Date Issued: è 26-MAY-2022
Approved Post(s): è WWA
Comments:
Phone: (202) 663-1591,
Washington, DC

1. This special contract requirement replaces Section C Contract Clause 3, Physical Fitness Health/Medical Clearance Required for abroad Travel/TDYs of 30 or More Consecutive Days

If the contractor travels or is on TDY abroad for 30 or more consecutive days, a valid and current medical clearance from the Department of State is required. Medical clearances issued in Washington or other U.S. domestic locations for the purpose of performing overseas TDYs are valid for two years.

2. Forms Required for performance or TDY in Afghanistan for 30 Consecutive Days or Longer

If the contractor travels to Afghanistan for 30 consecutive days or longer, and to have access to the Embassy Health Unit, must submit the “Pre-assignment for Overseas Duty for Non-Foreign Service Personnel” form.

If the contractor travels to Afghanistan for 30 consecutive days or longer, the contractor must also complete the “Afghanistan Pre-Deployment Physical Exam Acknowledgement Sheet” (see [Attachment 1 within Agency Notice 26813](#)).

3. If the contractor’s duties require travel to other posts for 30 consecutive days or more, the contractor may use the “Medical Clearance Update” form.
4. The requirements in this Paragraph B. take precedence over, and are in addition to, the clause entitled “Physical Fitness and Health Room Privileges.”

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C. PSC Ombudsman

The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information: <https://www.usaid.gov/work-usaid/personal-service-contracts-ombudsman>

The PSC Ombudsman may be contacted via: PSCOmbudsman@usaid.gov

D. TAXES

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

C – GENERAL PROVISIONS CONTRACT CLAUSES USPSC AWARD

INSTRUCTIONS:

The General Provision contract clauses (GPs) below are from **AIDAR Appendix D**, as updated by official USAID regulation or policy. GPs may not be changed unless authorized by explicit USAID regulation or policy, deviation, or the Federal rulemaking process.

COs must review Appendix D, AAPDs/CIBs, and the unique nature of each PSC action to determine which GPs and/or corresponding budget line items are applicable. In the award document, COs must **include only** those GPs that apply, by number as indicated, in full text and including the current effective date in the format **3-LETTER MONTH, 4-DIGIT YEAR** (e.g. SEP 2012).]

1. DEFINITIONS (JUN 1990) [Deviation (MAY 2020)]

- (a) “USAID” shall mean the Agency for International Development.
- (b) “Administrator” shall mean the Administrator or the Deputy Administrator of USAID.
- (c) “Contracting Officer” shall mean a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) “Contractor” shall mean the individual engaged to serve under this contract.
- (e) “Cooperating Country” shall mean the foreign country in or for which services are to

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be rendered hereunder.

(f) “Cooperating Government” shall mean the government of the Cooperating Country.

(g) “Government” shall mean the United States Government.

(h) “Local currency” shall mean the currency of the Cooperating Country.

(i) “Mission” shall mean the United States USAID Mission, or principal USAID office, in the Cooperating Country, or USAID/Washington (USAID/W).

(j) “Mission Director” shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

(k) “Technical Officer” shall mean the USAID official to whom the contractor reports, and who is responsible for monitoring the contractor’s performance.

(l) “Tour of duty” shall mean the contractor’s period of service under this contract and shall include orientation in the United States (less language training), authorized leave, and international travel.

(m) “Traveler” shall mean--

(1) The contractor in authorized travel status or

(2) Dependents of the contractor who are in authorized travel status.

(n) Dependents means:

(1) Spouse.

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support.

(3) Parents (including step and legally adoptive parents) of the contractor or of the spouse, when such parents are at least 51 percent dependent on the contractor for support.

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the contractor, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the contractor for support, unmarried and under 21 years of age, or regardless of age, are incapable of self-support.

(o) “U.S. Resident Alien”, as used in this contract, shall mean an alien immigrant, legally resident in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States, and having a valid “Alien Registration and Receipt Card” (Immigration and Naturalization Service forms I-151 or I-551).

(p) Resident Hire U.S. Personal Services Contractor (USPSC) means a U.S. citizen or resident

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alien who, at the time of contract award ---

(i) resides in the cooperating country for reasons other than U.S. government or non-U.S. government employment, under any contract or employment arrangement that provides repatriation to the U.S.; or

(ii) is a spouse or dependent of a U.S. citizen or resident alien who resides or will reside, in the cooperating country for the purpose of U.S. government or non-U.S. government employment, or under any contract or other arrangement that provides repatriation to the U.S.

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

(a) Conformity to Laws and Regulations of the Cooperating Country. Contractor agrees that, while in the cooperating country, he/she as well as authorized dependents will abide by all applicable laws and regulations of the cooperating country and political subdivisions thereof.

(b) Purchase or Sale of Personal Property or Automobiles. To the extent permitted by the cooperating country, the purchase, sale, import, or export of personal property or automobiles in the cooperating country by the contractor shall be subject to the same limitations and prohibitions which apply to Mission U.S.-citizen direct-hire employees.

(c) Code of Conduct. The contractor shall, during his/her tour of duty under this contract, be considered an "employee" (or if his/her tour of duty is for less than 130 days, a "special Government employee") for the purposes of, and shall be subject to, the provisions of 18 U.S.C. 202(a) and the USAID General Notice entitled "Employee Review of the New Standards of Conduct" pursuant to 5 CFR part 2635. The contractor acknowledges receipt of a copy of these documents by his/her acceptance of this contract.

[See "Standards of Ethical Conduct for Employees of the Executive Branch" in accordance with 5 CFR 2635, summarized by the [US Office of Government Ethics.](#)]

3. PHYSICAL FITNESS AND HEALTH ROOM PRIVILEGES (APR 1997) [Deviation (APR 2001)]

(a) Physical Fitness

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

(2) For assignments of 60 days or more in the Cooperating Country, the Contracting Officer shall provide the contractor and all authorized dependents copies of the "USAID Contractor Employee Physical Examination Form" (AID 1420-62) and a letter to present to the examining physician. The contractor and all authorized dependents shall obtain a physical examination from a licensed physician, who will complete the form for each individual. The examining physician

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shall forward the original forms to the Department of State, Office of Medical Services (M/MED) as prescribed in the letter. The contractor and any dependents shall not travel until authorized by the Contracting Officer after receipt of clearance by the Office of Medical Services.

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

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

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

4. Work Schedule and Compensation (Pay Comparability and Locality Pay Adjustments) (JUL 2007) [Deviation (JUL 2022)]

a) Work Schedule. The contractor's work schedule shall not be less than 80 hours per pay period, unless otherwise provided in the Contract Schedule, and shall coincide with the work schedule for those employees of the USAID Mission, Bureau, or Independent Office, or the Cooperating Country agency most closely associated with the work of this contract. If the contract is for less than full time (80 hours per pay period), the annual and sick leave earned shall be prorated (see the General Provision of this contract entitled Leave and Holidays).

b) USAID promotes telework and remote work as workplace flexibilities for contractors. However, telework and remote work are arrangements to facilitate the accomplishment of work. The ability to telework or remote work is not a right or an entitlement and not all PSC positions will be conducive to telework or remote work. Telework and remote work are discretionary tools

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and may be terminated for business reasons, performance, operational needs, or a contractor's failure to comply with policy directives and required procedures and protocols. For a position that is authorized for remote work, an approved alternative worksite for the contractor will be approved in the Schedule of the contract. For positions that are not authorized for remote work, the contractor may be authorized to telework at the Agency's discretion based on Agency policy as from time to time amended. If the position is suitable for telework, as telework is not a right or entitlement and is discretionary, the contractor must receive approval from their supervisor by submitting a Telework Agreement in accordance with Agency policy.

c) A contractor serving abroad is not authorized to receive locality pay.

[END DEVIATED TEXT]

5. LEAVE AND HOLIDAYS (NOV 2020) [Deviation (Nov 2021)]

(a) *Annual Leave*. (1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

(ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.

(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 40-hour workweek, which will be prorated if the contract provides for a shorter workweek:

Time in Service	Annual Leave (AL) Accrual Rate
0 to 3 years	4 hours of leave for each 2-week period
over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	8 hours of AL for each 2-week period

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as--:

(A) An individual personal services contractor with USAID for any duration covered by Sec. 636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or

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(B) A former U.S. Government (USG) direct-hire civilian employee; and/or

(C) An honorable active duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (e.g. SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than either the end of the leave year two years after either:

(i) The date fixed by the approving official as the termination date of the exigency of the public business or other reason beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

(i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

(ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

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(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.

(b) *Sick Leave*. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 40-hour workweek, and the rate of accrual will be prorated if the contract provides for a shorter workweek. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) *Home Leave*. (1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph

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(c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

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

(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4) of this clause, at the same USAID Mission under this contract, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3)(i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this "Leave and Holidays" clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route. Additional home leave travel requirements are included in the "Travel and Transportation Expenses" clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

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(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) *Home Leave for Qualifying Posts.* (1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this “Leave and Holidays” clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor’s option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) *Holidays and Administrative Leave.* The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) *Military Leave.* Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to the contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the Mission Director. A copy of the contractor’s official orders and the contracting officer or Mission Director approval will be part of the contract file.

(g) *Leave Without Pay (LWOP).* The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) *Compensatory Time.* USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. direct-hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees

(i) *Family and Medical Leave.* (1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in

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accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have --

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(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) *Paid Parental Leave.* (1) If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph, similar to that provided to USAID direct-hire employees. When

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authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor.

Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of performance obligation agreement before the period of leave, such leave may be temporarily authorized, or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of

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entering into such agreement in accordance with the requirements of this paragraph (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (5).

(ii) If the contractor fails to return to work for the required 12-week obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (5) if the contractor is unable to fulfill the required 12-workweek obligation for any of the following reasons:

(A) in the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency's judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) *Leave Records*. The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

6. DIFFERENTIAL AND ALLOWANCES (NOV 2020)

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

Applicable Reference to Standardized Regulations	
(1) Post Differential	Chapter 500 and Tables in Chapter 900.
(2) Living Quarters Allowance	Section 130.
(3) Temporary Lodging Allowance	Section 120.

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(4) Post Allowance	Section 220.
(5) Supplemental Post Allowance	Section 230.
(6) Payments During Evacuation	Section 600.
(7) Education Allowance	Section 270.
(8) Separate Maintenance Allowance	Section 260.
(9) Danger Pay Allowance	Section 650.
(10) Education Travel	Section 280.

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

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

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which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

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

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

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

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

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

(8) Separate Maintenance Allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled by reason of dangerous, notably unhealthful, or

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

(9) Danger Pay Allowance. Danger pay allowance is an allowance to provide additional compensation above basic compensation to employees in foreign areas where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential, which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence. The contractor shall be allowed danger pay allowance not to exceed that paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

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

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

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

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

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

8. ADVANCE OF DOLLAR FUNDS (APR 1997)

If requested by the contractor and authorized in writing by the Contracting Officer, USAID will arrange for an advance of funds to defray the initial cost of travel, travel allowances, authorized pre-contract expenses, and shipment of personal property. The advance shall be

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granted on the same basis as to a USAID U.S.-citizen direct-hire employee in accordance with USAID ADS 633.

9. INSURANCE (APR 1997) [Deviation (DEC 2009)]

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

(b) Health and Life Insurance.

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

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

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

(4) Proof of health and life insurance coverage shall be submitted to the Contracting Officer before any contribution is paid. On assignments of less than one year, costs for health and life insurance shall be prorated and paid accordingly.

(5) A contractor who is a spouse of a current or retired Civil Service, Foreign Service, or Military Service member and who is covered by their Government employee's or retiree's Government health or life insurance policy is ineligible for the contribution under paragraphs (b)(1) or (b)(2) of this provision.

(c) Insurance on Private Automobiles. If the contractor or his/her dependents transport, or cause to be transported, privately owned automobile(s) to the Cooperating Country, or any of them purchase an automobile within the Cooperating Country, the contractor agrees to ensure that all such automobile(s) during such ownership within the Cooperating Country will be covered by a current, i.e., not in arrears, insurance policy issued by a reliable company providing the following minimum coverage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The contractor further agrees to deliver, or cause to be delivered to the Mission Director, the insurance policies required by this clause or satisfactory proof of the existence thereof, before such automobile(s) is/are operated within the Cooperating Country. The premium costs for such insurance shall not be a reimbursable cost under this contract.

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10. TRAVEL AND TRANSPORTATION EXPENSES (JUL 1993)

(a) General.

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

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

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

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

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

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

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

(f) Limitation on Travel by Dependents. Travel costs and allowances will be allowed for authorized dependents of the contractor and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and returned, only if the dependent remains in the Cooperating Country for at least 9 months or one-half of the required tour of duty of the contractor, whichever is greater, except as otherwise authorized hereunder for education, medical or emergency visitation travel. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

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

(h) Travel by Privately Owned Automobile (POV). If travel by POV is authorized in the contract schedule or approved by the Contracting Officer, the contractor shall be reimbursed for the cost of travel performed in his/her POV at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the POV, if the POV is being driven to or from the Cooperating Country

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as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

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

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

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

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

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

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

(j) Home Leave Travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the contractor's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the Uniform State/USAID/USIA Foreign Service Travel Regulations, as from time to time amended, and will be limited to the cost of travel by the most direct and expeditious route. Travel allowances for travelers shall be in accordance with the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time

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required by scheduled commercial air carrier using the most expeditious route using economy class. One stopover enroute for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler or the traveler uses other than economy class. Per-diem during such stopover shall be paid in accordance with the Standardized Regulations.

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

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

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

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

(m) Unaccompanied Baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival of the contractor and dependents, and consideration should be given to advance shipments of unaccompanied baggage. The contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct-hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. These limitations are available from the Contracting Officer. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel when authorized by the terms of this contract.

(n) International Ocean Transportation.

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(1)

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

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

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

(3) Reduced rates on U.S.-flag carriers are in effect for shipments of household goods and personal effects of USAID contractors between certain locations. These reduced rates are available provided the shipper furnishes to the carrier at the time of the issuance of the Bill of Lading documentary evidence that the shipment is for the account of USAID. The Contracting Officer will, on request, furnish to the contractor current information concerning the availability of a reduced rate with respect to any proposed shipment. The contractor will not be reimbursed for shipments of household goods or personal effects in amounts in excess of the reduced rates, which are available in accordance with the foregoing.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of the contractor will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (1) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct-hire employees under the Uniform Foreign Service Travel Regulations. These amounts are available from the Contracting Officer.

11. PAYMENT (AUG 1996)

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

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

(i) For compensation--a statement showing period covered, days worked, and days when contractor was in authorized travel, leave, or stopover status for which compensation is

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claimed. All claims for compensation will be accompanied by, or will incorporate, a certification signed by the Project Officer covering days or hours worked, or authorized travel or leave time for which compensation is claimed.

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

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

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

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

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

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

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

13. POST OF ASSIGNMENT PRIVILEGES (JUL 1993)

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

14. SECURITY REQUIREMENTS (JUN 1990)

(a) This entire provision shall apply to the extent that this contract involves access to classified information ("Confidential", "Secret", or "Top Secret") or access to administratively controlled

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information (“Limited Official Use”). Contractors that are not U.S. citizens shall not have access to classified or administratively controlled information.

(b) The contractor (1) shall be responsible for safeguarding all classified or administratively controlled information in accordance with appropriate instructions furnished by the USAID Office of Security (IG/SEC), as referenced in paragraph (d) of this provision and shall not supply, disclose, or otherwise permit access to classified information or administratively controlled information to any unauthorized person; (2) shall not make or permit to be made any reproductions of classified information or administratively controlled information except with the prior written authorization of the Contracting Officer or Mission Director; (3) shall submit to the Contracting Officer, at such times as the Contracting Officer may direct, an accounting of all reproductions of classified or administratively controlled information; and (4) shall not incorporate in any other project any matter which will disclose classified and/or administratively controlled information except with the prior written authorization of the Contracting Officer.

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

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

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

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

15. CONTRACTOR-MISSION RELATIONSHIPS (DEC 1985)

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

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

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

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

16. TERMINATION (FAR Deviation NOV 2020)

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

(1) For cause, which may be effected immediately after establishing the facts warranting the termination, by giving written notice and a statement of reasons to the contractor in the event

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

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

(3) For the convenience of USAID, when the contractor is unable to complete performance of his/her services under the contract by reason of sickness or physical or emotional incapacity based upon a certification of such circumstances by a duly qualified doctor of medicine approved by the Mission. The contract shall be deemed terminated upon delivery

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to the Contractor of a termination notice. Upon such a termination, the contractor shall not be entitled to compensation except to the extent of any unused annual or sick leave but shall be entitled to return transportation, travel allowances, and unaccompanied baggage costs at rates specified in the contract and subject to the limitations which apply to authorized travel status.

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

17. RELEASE OF INFORMATION (DEC 1985)

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

18. NOTICES (DEC 1985)

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

To USAID:

Administrator
U.S. Agency for International Development,
Washington, D.C. 20523-0001,
Attention: Contracting Officer (name of the cognizant Contracting Officer with a copy to the appropriate Mission Director).

To Contractor:

At his/her post of duty while in the Cooperating Country and at the Contractor's address shown on the Cover Page of this contract or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective in accordance with this clause or on the effective date of the notice, whichever is later.

19. REPORTS (JUN 1987)

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

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

(2) Via U.S. Postal Service:
Development Experience Clearinghouse

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8403 Colesville Road, Suite 210
Silver Spring, MD 20910, U.S.A.

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

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

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

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

20. USE OF POUCH FACILITIES (JUL 1993)

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

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

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

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

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

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

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

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

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

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

21. BIOGRAPHICAL DATA (JUN 1990)

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

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

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

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

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

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

22. RESIDENT HIRE U.S. PERSONAL SERVICES CONTRACTOR BENEFITS (JUN 1990) [Deviation (May 2020)]

A contractor meeting the definition of a Resident Hire USPSC contained in section 12, General Provisions, in the clause entitled "Definitions," is subject to U.S. Federal Income Tax, and is not eligible for expatriate fringe benefits including differentials and allowances, travel and transportation expenses, repatriation, rest and recuperation travel, or home leave of any kind. The contractor may be eligible for certain differentials and allowances when in travel status for temporary duty (TDY.)

23. ORIENTATION AND LANGUAGE TRAINING (JUL 1993)

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

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

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

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

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

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

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

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

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entitled to such benefits. Failure to obtain the security clearance will constitute cause for contract termination in accordance with paragraph (a)(2) of General Provision of this contract entitled Termination.

25. MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)
[Deviation (DEC 2019)] [Deviation (FEB 2022)]

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."

26. GOVERNING LAW (NOV 1996)

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

27. [RESERVED]

28. MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCT 2006)

[For use in all USPSCs except Resident Hire USPSCs]

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

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

(c) When the contractor or dependent is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or dependent(s) both in the

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United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy.

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

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

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

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

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

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or a dependent in accordance with the General Provisions entitled Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision entitled Travel and Transportation Expenses, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or dependent is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or dependent. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for

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

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

29. INCENTIVE AWARDS (DEC 2019)

The contractor is eligible to receive certain monetary and non-monetary USAID incentive awards in accordance with the AIDAR and USAID internal policy.

30. RELOCATION EXPENSE BENEFIT [Deviation (NOV 2021)]

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

(a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

(1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or

(2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

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(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

(1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.

(2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.

(6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

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D - FEDERAL ACQUISITION REGULATION (FAR) CLAUSES (FC)
USPSC AWARD

The following FAR Clauses (FCs) are from **AIDAR Appendix D**, as updated by official USAID policy. FCs may only be updated to reflect new text and dates issued under the FAR. FCs may not be changed unless authorized by explicit USAID regulation or policy, deviation, or the Federal rulemaking process.

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>.

A. AAPDs Pertaining to PSCs

- AAPD 18-02 Revisions to Medevac Policies for USPSCs and TCNPSCs (December 2019)
- AAPD 15-02 Revised - 2 Continuation of Deviation from the 'Leave and Holidays' clause, including Family and Medical Leave, under AIDAR Appendix D (December 2019)
- AAPD 06-10 PSC Medical Expense Payment Responsibility (October 2006)
- AAPD 10-01 - REIMBURSEMENT AMOUNTS FOR HEALTH INSURANCE (January 2010)
- AAPD 10-01 Personal Services Contractors (USPSCs) -- CHANGES IN USG REIMBURSEMENT AMOUNTS FOR HEALTH INSURANCE AND PHYSICAL EXAMINATION COSTS (January 2010)
- AAPD 06-08 AIDAR, APPENDICES D AND J: USING THE OPTIONAL SCHEDULE TO INCREMENTALLY FUND CONTRACTS – (JUNE 2006)
- AAPD 21-04 Executive Order 14042 On Ensuring Adequate COVID-19 Safety Protocols for Federal Awards (DEC 2021)

B. FAR Clauses Incorporated by Reference

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>

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): <https://www.acquisition.gov/far/index.html>

(End of clause)

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ITEM NO.	FAR NO.	TITLE
FC 1.	52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
FC 2.	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
FC 3.	52.204-2	SECURITY REQUIREMENTS (MAR 2021)
FC4.	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FC 5.	52.215-2	AUDIT AND RECORDS – NEGOTIATIONS (JUN 2020)
FC 6.	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
FC 7.	52.224-2	PRIVACY ACT (APR 1984)RESTRICTIONS ON CERTAIN
FC 8.	52.225-13	FOREIGN
FC 9.	52.229-8	PURCHASES (FEB 2021) TAXES -FOREIGN COST REIMBURSEMENT CONTRACTS MAR 1990)
FC 10.	52.232-17	INTEREST (MAY 2014)
FC 11.	52.232-20	LIMITATION OF COST (APR 1984)
FC 12.	52.232-22	LIMITATION OF FUNDS (APR 1984)
FC 13.	52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
FC 14.	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
FC. 15	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
FC 16	52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)
FC. 17.	52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
FC. 18.	52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

C. FAR Clauses Incorporated in Full Text

1. FAR Clauses Incorporated in Full Text

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

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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.

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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

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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)

52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total

extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30.

(End of clause)

52.223-99 Alternate 70 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)-Alternate 70 (OCT 2021) (M/OAA-DEV-FAR-22- 01c)

(a) *Definition.* As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

52.232-34 Payment by Electronic Funds Transfer - Other than System for Award

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Management. (JUL 2013)

(a) Method of payment.

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

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

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

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

(b) Mandatory submission of Contractor's EFT information.

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

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

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

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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(2) If the EFT information changes after submission of correct EFT information, the Government

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

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

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

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

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(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

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

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

(End of Clause)

FAR 52.233-1 Disputes. (MAY 2014)

- (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

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request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

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

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

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

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

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

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

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

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

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

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

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with any decision of the Contracting Officer.

(End of clause)

FAR 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)

[END OF CONTRACT]

Exhibit Q



Andrea Danziger <adanziger@usaid.gov>

Rescission of Termination Notice for your BHA Personal Services Contract

4 messages

<mclark@usaid.gov>
To: <adanziger@usaid.gov>
Cc: <oaa.bha-cps.psc@usaid.gov>

Thu, Mar 6 at 3:45 PM

Dear Andrea Danziger,

The termination date for your BHA Personal Service Contract is hereby revised to April 20, 2025. Please resume your normal work duties until such time.

If you received offboarding directions, please disregard those directions.

Kindly confirm receipt of this message to oaa.bha-cps.psc@usaid.gov.

Patricia Steckler,
Contracting Officer
USAID

Sensitive But Unclassified (SBU)

Andrea Danziger <adanziger@usaid.gov>
To: <mclark@usaid.gov>

Thu, Mar 6 at 4:07 PM

I confirm receipt of this message, thank you.

Andrea J. Danziger

Senior Humanitarian Assistance Officer (*a.i.*) | Syria Team

USAID Bureau for Humanitarian Assistance (BHA)

Email: adanziger@usaid.gov Cell/Whatsapp: +1 (571) 215 7311

Ex. Q, Page 2

[Quoted text hidden]

Andrea Danziger <adanziger@usaid.gov>
To: HOME <andreajdanziger@gmail.com>

Fri, Mar 7 at 9:41 AM

[Quoted text hidden]

--

[Quoted text hidden]

Andrea Danziger <adanziger@usaid.gov>
To: <mclark@usaid.gov>
Cc: <oaa.bha-cps.psc@usaid.gov>

Fri, Mar 7 at 10:15 AM

[Quoted text hidden]

Exhibit R



Deborah Murphy <dmurphy01@gmail.com>

Revision of Termination Notice for your BHA Personal Services Contract

Patricia Steckler <psteckler@usaid.gov>

Fri, Mar 7, 2025 at 5:58 PM

To: Deborah Murphy <dmurphy@usaid.gov>, Deborah Murphy <dmurphy01@gmail.com>

Cc: Michael Clark <mclark@usaid.gov>, Ousay Wahaj <owahaj@usaid.gov>

Dear Deborah Murphy

The termination date for your BHA Personal Service Contract is hereby revised to April 17, 2025.

If you received offboarding directions, please disregard those directions.

Kindly confirm receipt of this message to aaa.bha-cps.psc@usaid.gov.

Pat Steckler
(Acting) Branch Chief
USAID | Office of Acquisition and Assistance
M/OAA/BHA-CPS/PSC
psteckler@usaid.gov
(202) 256-6063

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Sensitive But Unclassified (SBU)

Ex. R, Page 2

Exhibit S

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

J. DOES 4, 7, 22, 27, 28, and 29, *on behalf of
themselves and all others similarly situated,*

Plaintiffs,

v.

ELON MUSK, *in his official capacity,*
UNITED STATES DOGE SERVICE,
THE DEPARTMENT OF
GOVERNMENT EFFICIENCY,
UNITED STATES
DEPARTMENT OF STATE,
UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT,
DONALD J. TRUMP, *in his official capacity,*
MARCO RUBIO, *in his official capacity,*
PETER MAROCCO, *in his official capacity,*
JEREMY LEWIN, *in his official capacity,*
KENNETH JACKSON, *in his official
capacity,* and
AMY GLEASON, *in her official capacity,*

Defendants.

Civil Action No. 25-0462-TDC

MEMORANDUM OPINION

Plaintiffs J. Does 4, 7, 22, 27, 28, and 29, who are current or recently terminated employees and contractors of the United States Agency for International Development (“USAID”), have filed this putative class action on behalf of themselves and similarly situated individuals against Defendants Elon Musk, the United States DOGE Service, the Department of Government Efficiency (“DOGE”), the United States Department of State (“State”), USAID, President Donald J. Trump, and five other government officials with leadership positions at State, USAID, or DOGE for alleged violations of the United States Constitution arising from Defendants’ actions to

Programming and the USAID Chief Operating Officer; Kenneth Jackson, who has been delegated the duties of the USAID Deputy Administrator for Management and Resources; and Amy Gleason, the Acting Administrator of the U.S. DOGE Service.

Plaintiffs belong to various personnel classifications at USAID: J. Does 7 and 27 are civil service employees, J. Doe 22 is a Foreign Service (“FS”) employee, J. Does 4 and 28 are Foreign Service Limited (“FSL”) employees, and J. Doe 29 is a personal services contractor (“PSC”). Although much of the relevant factual background is set forth in *Does I* and will not be repeated here, *see Does I*, 771 F. Supp. 3d at 649–57, additional factual background contained in the currently operative Second Amended Complaint, which the Court accepts as true for purposes of resolving the present Motion, is set forth below.

I. New Allegations on DOGE’s USAID Activities

The Second Amended Complaint contains certain new allegations about DOGE’s role in the events that took place at USAID. On Monday, January 27, 2025, DOGE team members Gavin Kliger, Luke Farritor, Clayton Comer, and Noah Peters arrived at USAID headquarters at the Ronald Reagan Building in Washington, D.C. Kliger and Farritor were then given “the highest level of access to USAID digital systems and infrastructure,” which included “access to even the most sensitive personal information” of USAID employees. Second Am. Compl. (“SAC”) ¶ 64, ECF No. 135.

Plaintiffs allege that although Morocco has stated in a declaration that on January 30, 2025, President Trump directed Secretary Rubio to perform the duties of the Administrator of USAID, there is no official instrument documenting the date of that transition, and there was no public reporting of the transition until February 3, 2025. Similarly, despite Morocco’s statement in a declaration that Secretary Rubio delegated to him the duties of the Deputy Administrator of

USAID on January 30, 2025, the “official delegation of duties document signed by Secretary Rubio” states that Morocco was not delegated these authorities until February 2, 2025, which, according to Plaintiffs, “mean[s] that there was no person acting with the authority of the Deputy Administrator” of USAID from January 30, 2025 through February 2, 2025. *Id.* ¶ 73.

During this period, various actions took place at USAID. *See Does I*, 771 F. Supp. 3d at 653–54. On Thursday, January 30, 2025, DOGE team members, including Lewin, informed USAID Chief Human Capital Officer Bill Malyszka and USAID Director of Employee and Labor Relations Nicholas Gottlieb of DOGE’s intent to conduct a reduction-in-force (“RIF”) within USAID and “ordered” them to have USAID officials “prioritize preparing and implementing RIF notices” while DOGE team members worked to gather sufficient information to justify the terminations. SAC ¶ 69. Lewin also instructed Gottlieb immediately to prepare termination notices for five identified USAID employees. Gottlieb refused to comply based on the view that the terminations would be effected “without due process” and also objected, through a written memorandum, to the prior placement of 57 officials on administrative leave because, in his view, “there was no legal justification” for that action. *Id.* ¶ 70. Upon his refusals to comply, Gottlieb was “placed on administrative leave, effective immediately.” *Id.*

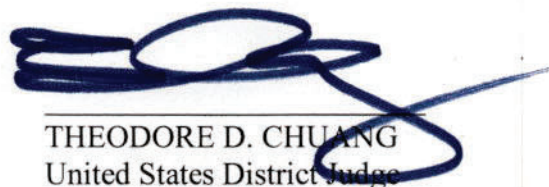
On Friday, January 31, 2025, the plaques containing USAID’s official seal were removed from the agency’s headquarters, and on Saturday, February 1, 2025, DOGE team members shut down the USAID website and another 57 USAID employees were placed on administrative leave. Also on February 1, the DOGE team members, including Lewin, again arrived at USAID headquarters and demanded access to USAID’s offices, including access to highly restricted areas such as sensitive compartmented information facilities (“SCIFs”) for which they lacked the required security clearances to enter. USAID security personnel, including USAID Director of

with doing so “can be successfully bypassed” where the plaintiff’s injury “can be rectified by injunctive relief against” subordinate Executive Branch officials. *See Swan v. Clinton*, 100 F.3d 973, 976 & n.1, 978–79 (D.C. Cir. 1996) (recognizing that “similar considerations” apply to requests to obtain injunctive or declaratory relief against a President); *NTEU*, 492 F.2d at 606 (noting that “if it were possible” for the plaintiff to “enforce its rights by naming a defendant additional to or in substitution of the President,” the court “would exercise its discretion not to answer the question of whether the President is subject to mandamus by a federal court”). Where, as here, Plaintiffs’ requests for relief will proceed as to other Executive Branch officials with authority over the relevant issues in this case, the Court will dismiss the claims against President Trump.

CONCLUSION

For the foregoing reasons, Defendants’ Motion to Dismiss will be GRANTED IN PART and DENIED IN PART in that the Motion will be granted as to the claims against President Trump and will be otherwise denied. A separate Order shall issue.

Date: August 13, 2025



THEODORE D. CHUANG
United States District Judge

Exhibit T

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES, et al.,
Plaintiffs,

Civil Action
No. 1:25-0352

vs.

Washington, D.C.
February 7, 2025

DONALD J. TRUMP, et al.,
Defendants.

3:08 p.m.

TRANSCRIPT OF TEMPORARY RESTRAINING ORDER
BEFORE THE HONORABLE CARL J. NICHOLS
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the Plaintiffs:

Lauren Bateman

Allison Marcy Zieve

PUBLIC CITIZEN LITIGATION GROUP
1600 20th St NW
Washington, DC 20009
202-588-7739

Karla Gilbride

Kaitlyn Golden

Kayla Kaufman

Skye Perryman - by phone

DEMOCRACY FORWARD FOUNDATION
P.O. Box 34553
Washington, DC 20043
202-448-9090

APPEARANCES CONT'D.:

For Deft. Trump: **Christopher D. Edelman**
Dorothy M. Canevari
U.S. DEPARTMENT OF JUSTICE
1100 L Street, NW
Washington, DC 20530
202-305-8659

Also Appearing
for Defendants: **Brett Shumate**
Harry Graver

Reported By: **Lorraine T. Herman, RPR, CRC**
Official Court Reporter
U.S. District & Bankruptcy Cts.
333 Constitution Avenue NW
Washington, D.C. 20001
lorraine_herman@dcd.uscourts.gov

*** Proceedings recorded by stenotype shorthand.
*** Transcript produced by computer-aided transcription.

1 provided in these developing countries, you know, that can
2 have security implications, destabilize the environment in
3 those countries, which is not just a humanitarian disaster
4 for the people directly impacted but also as our clients'
5 members remain in those places. They are caught up in those
6 destabilized and dangerous conditions.

7 **THE COURT:** Counsel, thank you. I would like to
8 hear from the government, and I will give you an opportunity
9 to rebut.

10 Mr. Shumate.

11 **MR. SHUMATE:** May it please the Court. The Court
12 should deny the TRO because the plaintiffs have not
13 established any of the elements required to obtain emergency
14 injunctive relief. The plaintiffs have framed their case as
15 the next *Youngstown Steel*. This case is a far cry from
16 that. This is a personnel action. The president has
17 decided to exercise his Article II power to place these
18 individuals on administrative leave.

19 Now, to be sure, it's a large number of
20 individuals, but it is still a personnel action. And the
21 plaintiffs who are in this court --

22 **THE COURT:** What is the urgency of doing it
23 tonight?

24 **MR. SHUMATE:** The president has decided there is
25 corruption and fraud at USAID and immediate action --

1 **THE COURT:** Where is that reflected in something
2 official?

3 **MR. SHUMATE:** There's a personnel action
4 announced --

5 **THE COURT:** Does it talk about corruption and
6 fraud? Is that a basis for the administrative leave? In
7 other words, does the placement of these 2700 or 2200 people
8 tonight on administrative leave, are there findings about
9 the reason for it?

10 **MR. SHUMATE:** I'm not aware, Your Honor, but I'm
11 aware --

12 **THE COURT:** So how can I say, this placement of
13 administrative leave is being done for a particular reason?

14 **MR. SHUMATE:** When the president exercises his
15 Article II power to remove somebody or place them on
16 administrative leave, he doesn't have to give cause. And
17 that's what the --

18 **THE COURT:** Did the president do that here? Who
19 put these -- who is exercising the authority to put these
20 people on administrative leave?

21 **MR. SHUMATE:** Ultimately the president.

22 **THE COURT:** No, who -- That's not my question. My
23 question is, who took the action?

24 **MR. SHUMATE:** Ultimately, it would be
25 Secretary Rubio, who is now the acting administrator.

1 **THE COURT:** And does Secretary Rubio not have to
2 say anything about why he put 2700 people on administrative
3 leave?

4 **MR. SHUMATE:** If the plaintiffs want to contest
5 that, they can contest that after the fact. Through the
6 MSPB, through the FLRA, they can contest each of the
7 individual actions. But what they can't do is go to court
8 and get an emergency injunction to prevent --

9 **THE COURT:** So what finding supports the need to
10 do this this week or tonight?

11 **MR. SHUMATE:** I don't believe that Secretary Rubio
12 needs to provide any factual basis or explanation --

13 **THE COURT:** So the answer is, there isn't one.
14 You just don't think there has to be one?

15 **MR. SHUMATE:** There does not have to be one. The
16 government does this across the board every day, put people
17 on administrative leave.

18 **THE COURT:** Sure, it puts individual people on
19 administrative leave.

20 **MR. SHUMATE:** And that's what's happening here.
21 It's just a large number of people.

22 And if every employee who gets placed on
23 administrative leave could come into court and seek an
24 injunction against the president and ask the Court to enjoin
25 the president's removal power and superintend the functions

C E R T I F I C A T E

I, **Lorraine T. Herman**, **Official Court Reporter**,
certify that the foregoing is a true and correct transcript
of the record of proceedings in the above-entitled matter.

February 8, 2025

DATE

/s/ Lorraine T. Herman

Lorraine T. Herman

Exhibit U



Andrea Capellán <apestone@gmail.com>

Fwd: Urgent Action: List of Awards to be Terminated

1 message

Andrea Capellan <acapellan@usaid.gov>
To: Andrea Capellán <apestone@gmail.com>

Fri, Feb 7, 2025 at 8:46 AM

Andrea Capellán (Title: Ms.)
Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](#)!

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----- Forwarded message -----

From: **Andrea Capellan** <acapellan@usaid.gov>
Date: Thu, Feb 6, 2025 at 12:58 PM
Subject: Re: Urgent Action: List of Awards to be Terminated
To: Matthew Johnson <matjohnson@usaid.gov>
Cc: Scott Phillips <scphillips@usaid.gov>, Jami Rodgers <jrodgers@usaid.gov>, Adam Cox <acox@usaid.gov>, Gregory Marchand <gmarchand@usaid.gov>

Thanks Matt,

For my records, can the SPE please confirm that he is instructing me to complete these closeouts and under what authority, so that I can properly document the request and go ahead and carry out this request?

Thanks,
Andrea

Andrea Capellán (Title: Ms.)
Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](#)!

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intended recipient, you are hereby notified that any dissemination, distribution, use or copying of this message is strictly prohibited. If you have received this in error, please reply immediately to the sender and delete this message.

On Thu, Feb 6, 2025 at 12:52 PM Matthew Johnson <matjohnson@usaid.gov> wrote:

Hi Andrea,

My understanding is that they are part of the DOGE team and are taking direction from the White House, State Department, and Agency leadership.

Matt Johnson
571-216-5328

On Thu, Feb 6, 2025 at 12:44 PM Andrea Capellan <acapellan@usaid.gov> wrote:

Thank you for your response. I am not sure who those people are, nor what authority they have. Nor under what procurement authority we should use. Unfortunately, I am unable to act on this order until I have further information.

Sincerely,
Andrea

Andrea Capellán (Title: Ms.)
Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](https://www.workwithusaid.gov)!

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On Thu, Feb 6, 2025 at 12:40 PM Matthew Johnson <matjohnson@usaid.gov> wrote:

Hi Andrea,

This request came from:
Jeremy Lewin <jlewin@usaid.gov>
Josh Gruenbaum - Q <josh.gruenbaum@gsa.gov>
Katrina Lloyd - QF2C <katrina.lloyd@gsa.gov>,

The message was issued to me and Jami.

Matt Johnson
571-216-5328

On Thu, Feb 6, 2025 at 12:35 PM Andrea Capellan <acapellan@usaid.gov> wrote:
[+Scott Phillips](#)

Andrea Capellán (Title: Ms.)

Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](#)!

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On Thu, Feb 6, 2025 at 12:34 PM Andrea Capellan <acapellan@usaid.gov> wrote:

Hi Matt,

I am in receipt of your email. Please let me know why we are terminating the awards, and who is asking for the termination and under what authority? Happy to do this work as soon as more clarity is provided.

Sincerely,
Andrea

Andrea Capellán (Title: Ms.)
Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](#)!

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On Thu, Feb 6, 2025 at 12:24 PM Matthew Johnson <matjohnson@usaid.gov> wrote:

Colleagues,

We have just received a list of awards that we have been asked to issue **termination notices immediately**. We have been asked to provide updates at 3pm, 5pm, and 7pm ET on this activity to leadership.

Note that there are close to 800 awards on this list. We have sorted the list by M/B/IO.

1. Can you please review the attached list and identify awards that fall within your portfolio and begin taking action immediately?
2. We also need to verify the ceiling value and obligation to date. These fields are in yellow.
3. Once you have completed your action, please add information to the "Termination Confirmed" column.

Please let me know if you have any questions.

Thank you,

Matt



Contracts to Cancel 2-6-2025

Matt Johnson

571-216-5328

Exhibit V

From: **Jami Rodgers** <jrodgers@usaid.gov>

Date: Sun, Feb 9, 2025 at 10:14 PM

Subject: Action Required – Termination of Awards for Convenience

To: Abdissa Workneh <aworkneh@usaid.gov>, Rukmal Perera <rperera@usaid.gov>, Nayo Tolbert <ntolbert@usaid.gov>, Mir Ershadullah <mershadullah@usaid.gov>, Gwendolyn Ruffin <gruffin@usaid.gov>, Narine Sargsyan <nsarkisian@usaid.gov>, Alexis McGinness <amcginness@usaid.gov>, Maya Chelidze <mchelidze@usaid.gov>, Kinsy Hood <khoo@usaid.gov>, Daniet Moges <dmoges@usaid.gov>, Amy Larsen <alarsen@usaid.gov>, Jonathan Lloyd <jlloyd@usaid.gov>, Deborah Perlman <dperlman@usaid.gov>, Maria Televantos <mtelevantos@usaid.gov>, Craig Smith <csmith@usaid.gov>, Admir Serifovic <aserifovic@usaid.gov>, Vandana Vats <vvats@usaid.gov>, Mutaher M. Hussain <mmhussain@usaid.gov>, Brian Aaron <raaron@usaid.gov>, Muhammad Bilal <mbilal@usaid.gov>, Francis Hall <fhall@usaid.gov>, Vann Rolfson <vrolfson@usaid.gov>, Elizabeth Colarik <ecolarik@usaid.gov>, Albert Carrera <acarrera@usaid.gov>, Patrick Robison <probison@usaid.gov>, Maria de los Angeles Reyes <mreyes@usaid.gov>, Gregory S. Wang <gwang@usaid.gov>, Robert Parnell <rparnell@usaid.gov>, Natalie Thunberg <nthunberg@usaid.gov>, Sandra Asiedu <sasiedu@usaid.gov>, Abdullahi Sadiq <asadiq@usaid.gov>, Hiba Anwar <hanwar@usaid.gov>, Zita Kusi <zkusi@usaid.gov>, Taniece Baldwin Owusu <tbaldwinowusu@usaid.gov>, Edel Perez <eperez@usaid.gov>, Yves Kore <ykore@usaid.gov>, Patrice Lopez <patlopez@usaid.gov>, Jamie Lewis <jamilewis@usaid.gov>, Deborah Rakowski <drakowski@usaid.gov>, Eric Strong <estrong@usaid.gov>, Juana Morales <jmorales@usaid.gov>, Garth Patterson <gpatterson@usaid.gov>, Foster, Dennis (M/OAA/EGAT) <dfoster@usaid.gov>, Makhuzo Matchaba <mmatchaba@usaid.gov>, Sandro Carrillo <scarrillo@usaid.gov>, Mark Poubelle <mpoubelle@usaid.gov>, Robert Trimble <rtrimble@usaid.gov>, Michele Maximilien <mmaximilien@usaid.gov>, A. Phillip Asante <aasante@usaid.gov>, Suzanne Johnson <sjohnson@usaid.gov>, Craig Riegler <criegler@usaid.gov>, Fabiola Loy <floy@usaid.gov>, Scott Ferrante <sferrante@usaid.gov>, Elizabeth Surette <esurette@usaid.gov>, Megan Strembitsky <mstrembitsky@usaid.gov>, Hillary Marshall <hmarshall@usaid.gov>, Prince Boateng <pboateng@usaid.gov>, Shannon White <shwhite@usaid.gov>, Adrienne Shade <ashade@usaid.gov>, Erica Knight <ebigelow@usaid.gov>, Jeremiah Keenan <jkeen@usaid.gov>, Daniel Moore <danmoore@usaid.gov>, Massoud Ahmad <mahmad@usaid.gov>, <kulmer@usaid.gov>, Apisit Viriya <aviriya@usaid.gov>, George Boateng <gboateng@usaid.gov>, Robert Hicks <rohicks@usaid.gov>, Artaveya Carter <acarter@usaid.gov>, Dunn, Alisa <adunn@usaid.gov>, Francine Gigot <fgigot@usaid.gov>, Ethan Takahashi <etakahashi@usaid.gov>, Jessica Faber <jfaber@usaid.gov>, Dukagjin Hasani <dhasani@usaid.gov>, Lidija Kranjec <lkranjec@usaid.gov>, Leona Sasinkova <lsasinkova@usaid.gov>, Matthew Courtad <mcourtad@usaid.gov>, Juli Dent <jdent@usaid.gov>, David Arnett <darnett@usaid.gov>, Rawia Istanbuli <ristanbuli@usaid.gov>, Justin Gunnoe <jgunnoe@usaid.gov>, Camille Garcia <cgarcia@usaid.gov>, Daniel Harter <dharter@usaid.gov>, Gezim Hysenagolli <ghysenagolli@usaid.gov>, Robyn Bertholon <rbertholon@usaid.gov>, Rachel Muth <rmuth@usaid.gov>, <marahman@usaid.gov>, Andrew Holland <aholland@usaid.gov>, Patrick Kollars <pkollars@usaid.gov>, Tanapreeyanun Paoluglam <tpaoluglam@usaid.gov>, Andrea Capellan <acapellan@usaid.gov>, Jonathan Chappell <jchappell@usaid.gov>, Bolanle Ekpe <bekpe@usaid.gov>, <dbrady@usaid.gov>, Brian Murphy <bmurphy@usaid.gov>, Alice Gillispie <algillispie@usaid.gov>, Ayla-Rebeka Brooks <aybrooks@usaid.gov>, Belay Teame <bteame@usaid.gov>, Ananciata Muyama <amuyama@usaid.gov>, Leslie Petersen <lpetersen@usaid.gov>, Ruth Caesar-Hne <rcaesar-hne@usaid.gov>, Lezanda Bruwer <lbruwer@usaid.gov>, Nancy Kleinhans <nkleinhans@usaid.gov>, Aaron Ruble <aruble@usaid.gov>, Lentini, Joseph <jlentini@usaid.gov>, Calvin Payne <capayne@usaid.gov>

Cc: Nadeem Shah <nshah@usaid.gov>, Adam Cox <acox@usaid.gov>, Jeremy Lewin <jlewin@usaid.gov>, Matthew Johnson <matjohnson@usaid.gov>, Jason Gray <jasgray@usaid.gov>, OAAForeignOps <OAAForeignOps@usaid.gov>, Kenneth Jackson <kensjackson@usaid.gov>, Joel Borkert <jborkert@usaid.gov>, Gregory Marchand <gmarchand@usaid.gov>

Dear Colleagues,

We have received a list of awards that Secretary Rubio has reviewed and identified for termination for convenience.

We request your support in taking action on these activities by issuing notices to our partners. **Once you've taken action, please note this on column A of the tracker.** If you are not the current POC, please update and notify the correct person.

[USAID Contract + Grants to Terminate \(Tranche 1\)_v4](#)

Before proceeding with any terminations, please coordinate with your relevant technical and program colleagues to ensure that no awards fall under the **Humanitarian Assistance, PEPFAR, or any other relevant approved waivers**.

For your convenience, M/OAA Policy has drafted several templates to assist with this process. You can access them here: [Termination Notices Templates \(A&A\)](#)

Please let us know if you have any questions or require further guidance.

Jami

Jami J. Rodgers, CPCM

U.S. Agency for International Development (USAID)

Chief Acquisition Officer and Senior Procurement Executive

Director, Bureau for Management Office of Acquisition and Assistance (M/OAA)

[Quoted text hidden]

Exhibit W



Alfonso Ortega <alortega@usaid.gov>

Follow-Up on 02.26.2025 Award Termination Announcements

Nadeem Shah <nshah@usaid.gov>

Wed, Feb 26, 2025 at 7:18 PM

Cc: Jami Rodgers <jrogers@usaid.gov>, Nadeem Shah <nshah@usaid.gov>, Adam Cox <acox@usaid.gov>, Matthew Johnson <matjohnson@usaid.gov>, Rachel Chilton <rchilton@usaid.gov>, Lyudmila Bond <lbond@usaid.gov>, Christopher Nikola <cnikola@usaid.gov>, Gregory Marchand <gmarchand@usaid.gov>

Bcc: usaidoafsnnetwork@usaid.gov

Colleagues,

As you are aware, today USAID issued termination notices for a large number of awards. These awards were identified by the Front Office after a full review of USAID obligations and programs and were personally reviewed and approved for termination by Secretary Rubio and PTDO Deputy Administrator Marocco. We will be sharing a full list of awards terminated with additional details soon.

We understand that some of these awards may have been for essential services, which the Front Office would like to turn back on. We need your immediate input on any awards that may have been terminated that contain essential services related to the safety, security, and operations of USAID staff.

If this applies to any of your awards, please fill out this [Google Form](#) ASAP.

Your prompt response is crucial in ensuring that we maintain necessary services. If you have any questions or concerns, please don't hesitate to reach out.

Note: This process is not intended to address program spending or awards that may have previously had waivers. Those concerns will be addressed through a separate process.

Thank you for your attention to this matter.

Nadeem

Sensitive But Unclassified (SBU)

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You received this message because you are subscribed to the Google Groups "USAID OAA FSN Network Mail List" group.

To unsubscribe from this group and stop receiving emails from it, send an email to usaidoaaafsnnetwork+unsubscribe@usaid.gov.

To view this discussion visit https://groups.google.com/a/usaid.gov/d/msgid/usaidoaaafsnnetwork/CABhixRL%3D6Ha6%2BFr8_rNnFEp4DF00MdWbSo-cZ2CzkbNbGdPb6Q%40mail.gmail.com.

Exhibit X



UNCLASSIFIED

TO: Rebecca Krzywda, Deputy Assistant Administrator, Bureau for Management

FROM: Andrea Capellan, Supervisory Contracting and Agreement Officer, Director, Office of Acquisition and Assistance, USAID/Mexico

CC: Michael Capobianco, Acting Director of the Office of Acquisition and Assistance, Acting Senior Procurement Executive

CC: USAID Inspector General

DATE: July 28, 2025

SUBJECT: General Malfeasance by USAID and its Office of Acquisition and Assistance; and Non-Compliance with Laws, Court Orders, and USAID Regulations and Policies since January 24, 2025

Summary

Beginning with the January 24, 2025 cable (25 STATE 6828) that stopped foreign assistance worldwide, USAID Contracting and Agreement Officers (CO/AOs) have been plagued with making decisions and determinations amidst a minefield of questionable and potentially illegal orders. As officers of public trust using personal warrants to bind the USG, though, we are individually responsible for following the law and upholding ethical standards. Below, I have documented the orders we have received from superiors, as well as their dubious nature, to the fullest extent possible in order to protect myself and other field Contracting and Agreement Officers.

Improper Decision-making and Contracting Authority

On February 6, 2025, the Industry Liaison, Matt Johnson, sent out the first of many questionable [orders](#) from the USAID Management Bureau's Office of

Acquisition and Assistance. The Industry Liaison ordered the termination of approximately 800 awards, but does not have any official authority to order COs/AOs to conduct such action. When questioned, these orders were rescinded, but not after it was explained that the orders came from DOGE, including Jeremy Lewin, and others without any official capacity in the Agency. After this incident, I specifically questioned the Senior Procurement Executive (SPE), Jami Rodgers: Who had proper legal authority over CO/AOs warrant authority? While guidance was [promised](#), it was never issued.

A flurry of new “Tranches” of terminations then came from the Senior Procurement Executive. No less than 25 critical questions were raised in [writing](#) by CO/AOs from around the world. The majority were never answered. The most important question was: Why are we terminating these contracts and grants, where is the documented rationale? The SPE eventually stated that the determinations were individually made by the Secretary of State. The [guidance](#) we continued to receive was that all tranches were,

“reviewed by Secretary Rubio for alignment with Presidential Priorities and national interest. As such, we have received direction from the Department of State Office of Foreign Assistance Director, performing the duties of USAID Deputy Administrator, that COs/AOs should take the necessary actions to terminate awards . . . ”

It is of note that none of these specified individuals were copied on these termination emails. These purported individual determinations, which were requested multiple times by CO/AOs, were said to be in “[a shared google drive](#).” The google drive was not shared until February 25, after many terminations had already been completed and many COs/AOs were already on forced administrative leave. However, in searching within the shared google drive, out of at least 8 tranches of funding, there are only two approval memos for the Secretary of State (for Tranches [1](#) and [2](#)) and [one email](#) pertaining to Tranche 4. However, none of the Secretary of State approval memos are signed, or even properly cleared. Moreover, the email for Tranche 4 does not have the Secretary of State included on the email, nor is there any signature attachment. An individual named Mike Needham “approved on behalf of” the Secretary of State, without a signature or even an email copy. I requested the rest of the supporting documentation for Tranche 1-8, but was not provided any. Given all of this information, I do not believe there is any evidence of individual determinations or analysis for any USAID awards.

Similar credibility issues were demonstrated on February 26, 2025 when thousands more contract and grant [terminations](#) were issued from “central AO/COs,” primarily Deputy Director, Office of Acquisition and Assistance, Adam Cox. These terminations were issued from a newly created email address and contained no electronic signatures. Some were even submitted to “[Miscellaneous Foreign Awardees](#),” indicating that no analysis or consideration had taken place as the issuing CO/AO did not even bother to include the partner’s name. When their validity was questioned by partners, Adam Cox said they were legitimate terminations. One of my awards was [terminated](#) by CO/AO Hillary Marshall. She did not send the email to the partner, nor did she electronically sign the termination letter. Furthermore, when asked about its legitimacy and for relevant documentation, usually in the form of a Memorandum of Negotiation that accompanies any termination decision-making process, [she replied](#), “I don’t have a neg memo [memorandum of negotiation] for this action and will not be completing one.” She suggested that I should document the termination despite having no knowledge of the decision-making process nor any determinations made. None of the terminations included the appropriate authorities for termination nor related documentation. Instead, likely knowing that each of the approximately 5,800 terminations were subject to legal challenges, the [SPE requested](#) that all CO/AOs issue a new termination notice, which would include the contract or grant authority and have a new individual CO/AO signature. I believe this was done so that each of the CO/AOs thought that the termination had already been completed and would not object so vociferously to completing a “subsequent” termination.

The absence of any meaningful review is underscored by the egregious lack of basic analysis evident when the Acting OAA Director asked for urgent responses immediately after the mass terminations. On February 26, just hours after the terminations were sent out, Nadeem Shah [requested](#) that all AO/COs let them know what “essential services” had been ended so they could be “maintained,” or returned to active status.

Also, it is worth noting that in my 13 years with USAID, I have never seen a CO/AO located in Washington take over any responsibility for an active award while the Cognizant CO/AO was actually in the office working. There has never been an explanation as to why this was done, but I imagine that the engineers of all

termination actions in DC, whoever they might be, felt they had more power to pressure the CO/AOs in Washington, as opposed to those operating in the field.

Because there were legal challenges that had not yet been resolved or opined on by USAID (see below), I did not re-terminate my portfolio of awards, nor include any appropriate authority, allowing each of the implementing partners the opportunity to challenge the original termination in court.

Non-compliance with Court Orders

As documented in this [Memo to the File](#), there was a series of rulings related to *AIDS Vaccine Coalition v. U.S. Department of State* 1:25-cv-00400. On March 10, 2025, the District Court issued its [order](#), which stated that

"all Defendantsthe U.S. Agency for International Development, and their agents are enjoined from enforcing or giving effect to sections 1, 5, 7, 8, and 9 of the January 24 State Department memorandum, and any other directives that implement sections 3(a) and 3(c) of Executive Order No. 14169, by giving effect to any terminations, suspensions, or stop work orders issued between January 20, 2025, and February 13, 2025, for any grants, cooperative agreements, or contracts for foreign assistance."

These rulings led me to rescind the termination letters for two of my USAID/Mexico awardees and lift the stop-work orders/suspensions of all others. However, these two awards remained listed on the termination lists with USAID/Washington.

On March 11, 18, and 24, I repeatedly [raised this as an issue](#) to the SPE, as well as both GC and my Resident Legal Officer, which was the official guidance per the Acquisition and Assistance FAQ. Until April 30, I never received a response. I advised the partners that if they had liquidity reserves to continue, they were able to do so. However, they were in an untenable limbo not knowing if they should start operations again because the Agency might terminate at any second. This position continued to cause months of waste by partners who were not terminated but were also not implementing their project. On April 30, 2025, Jeremy Lewin signed an [action memo](#) alleging that "approximately 462 contracts, grants, and cooperative agreements" had undergone an "individualized review" and should be terminated (again) in compliance with the court order. When pressed, the SPE could not provide any documentation of this individualized review.

This is exactly how all serious issues, concerns, and questions have been dealt by USAID leadership, including the SPE, ignore, ignore, ignore. This is not a responsible nor legal method to dealing with the very serious and very costly matter of federal contracts and grants.

Lack of USAID General Counsel Involvement

From the initial communications until June 30, 2025 when USAID “transitioned” into the State Department, we have received zero official guidance from USAID’s General Counsel’s Office (GC). GC has left CO/AOs completely alone and unprotected, refusing to provide guidance, clearance, or any written justifications that what CO/AOs are being ordered to do is within the bounds of the law. At one point, GC released a [2011 memo](#) from unknown origin, which the [SPE used](#) to say that CO/AOs should “generally not be held personally liable for loss of funds resulting from their official actions.” The memo had no facts pertaining to our current situation, nor was it officially endorsed by GC. The memo left me feeling that it was not an accurate representation of law and would not protect me.

The individuals named as working on behalf of GC were Greg Marchand, Diane Perone, and Courtney MaGill. We often receive emails and communications stating that GC has cleared documents (for example, [here](#) and [here](#)), but none of the individuals listed above, nor any other member of USAID/Washington GC sent out, nor signed, one single official notification to be shared with Contracting and Agreement Officers. This is true despite the highly complex and pointedly legal nature of many of the serious issues COs/AOs are facing.

Irresponsible Agency Closeout

As documented by the [list of questions](#) raised to senior management, terminations and closeouts can take years to finalize. Transferring an entire Agency’s portfolio of active awards to the State Department, who has no official authority, skill, or capacity to manage these awards, is not only irresponsible but opens up the USG to innumerable liabilities as well as fraud, waste, and abuse. Similarly, the closeouts and terminations will take years to finalize and the Agency has yet to reveal its plan to handle these complex matters and the hundreds of millions of dollars of associated costs. In the end, stripped of our positions and denied lawful guidance, institutional accountability, and ethical leadership, all I

could do was bear witness, document the truth, and refuse to lend my name to actions that violated the law and the public trust.

Attachments

Below you will find a list of Memorandums to the File that I have completed in order to document some of the inappropriate guidance we have received and how I have attempted to protect myself, the partners, and the U.S. taxpayers in carrying out such orders.

1. [Overall Negligence of the Senior Procurement Executive](#)
2. [Initial Stop-Work Orders/Suspension Notices](#)
3. [CPARS Guidance](#)
4. [CPARS Guidance Implementation by USAID/Mexico](#)
5. [Disposition Instructions](#)
6. [Procurement System Usage Instructions](#)
7. [Transfer of CO Functions to the State Department](#)
8. [Disputes and Appeals Guidance](#)
9. [Settlement Plan Deductions](#)
10. [Inability to complete required audits on assistance awards](#)
11. [Erasure of the Termination Settlement Review Board](#)
12. [Ongoing Barriers to Timely and Lawful Payment of Implementing Partner \(IP\) Invoices](#)
13. [Disappearance and M/OAA Leadership and Lack of Guidance Moving Forward](#)
14. [Noncompliance with USAID's Monitoring, Evaluation and Learning \(MEL\) Requirements due to abrupt closure of the programs](#)
15. [Improper Hiring Practices](#)

Exhibit Y



Andrea Capellan <acapellan@usaid.gov>

(SBU) Tranche 6 & New Process for Award Terminations

1 message

Jami Rodgers <jrodders@usaid.gov>

Tue, Feb 25, 2025 at 11:27 AM

To: Nadeem Shah <nshah@usaid.gov>, Adam Cox <acox@usaid.gov>

Cc: Lynn Winston <lwinston@usaid.gov>, Lyudmila Bond <lbond@usaid.gov>, Matthew Johnson <matjohnson@usaid.gov>, Rachel Chilton <rchilton@usaid.gov>, Gregory Marchand <gmarchand@usaid.gov>

Bcc: acapellan@usaid.gov

Dear Colleagues,

Secretary Rubio has reviewed and approved a new tranche of awards to be terminated. The list of Tranche 6 awards is available here: [USAID Grant Terminations \(Tranche 6\)_v2](#)

To streamline award terminations and given our new staffing footprint, we have adopted a new process moving forward, which we used for Tranche 5 yesterday:

1. I will be assigning Warranted CO/AOs batches of awards to terminate. I am delegating this authority to terminate contracts and assistance awards worldwide.
2. The CO/AO responsible for issuing the termination notice will be identified in our tracker (Column B). I will work with Nadeem Shah, M/OAA Deputy Director of Washington Operations and Adam Cox, Acting Deputy Director of Foreign Operations, to identify the CO/AOs to execute these actions.
3. The CO/AO assigned to take action will sign and issue the termination letter directly to the organization on behalf of the Agency and copy the cognizant CO/AO and COR/AOR via email on the termination notice which is noted in the Tranche tracker.

We will provide automatically generated/standard termination letters for each of the awards and pulling partner contact information. These termination letters will be in a [shared Google drive](#) for use by the CO/AO sending the letter. For your awareness, the standard letter we will be using is [available here](#).

To ensure efficient execution of this task, we are not requiring signed acknowledgements from partners at this time. A simple reply of the email is sufficient for the award file. Please track responses in Column D of the Tranche Sheet. It is the responsibility of the cognizant CO/AO at the relevant Mission or Bureau to ensure all pertinent documentation is filed in ASIST including the termination letter and any email acknowledgements.

Should additional individuals (internally or externally) need to be notified of the termination, the cognizant CO/AO at the relevant Mission or Bureau is responsible for following up with the organization and adding any documentation necessary to the ASIST file.

We will need to execute all terminations the day they are received. We expect our team to act swiftly to terminate these actions. We will be checking hourly on progress, so if you run into any issues, please email Nadeem or Adam with a copy to Matt Johnson.

Thank you for your understanding as we adopt a new process to execute the termination actions to meet the expected timelines of the Agency. We are working with Agency leadership to outline the additional administrative actions needed to fully terminate each of these awards. As we develop this guidance, we will share it with the workforce.

M/OAA leadership is maintaining a central repository of documentation of approval memos for all terminations. Please retain a copy of this email for supporting documentation in your award files.

Sensitive But Unclassified (SBU)

Exhibit Z



Andrea Capellán <apestone@gmail.com>

Fwd: For Official Use Only - A&A Award Review Tranche 5

1 message

Andrea Capellan <acapellan@usaid.gov>
To: Andrea Capellán <apestone@gmail.com>

Sun, Feb 23, 2025 at 9:28 PM

Andrea Capellán (Title: Ms.)
Contracting and Agreement Officer
Director, Office of Acquisition and Assistance
USAID/Mexico
U.S. Agency for International Development
Tel: 55-5080-2841

Registre su organización local, busque oportunidades para sub-asociarse con USAID, y aprenda más sobre como ser socio de USAID con [WorkWithUSAID.gov](https://www.workwithusaid.gov)!

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----- Forwarded message -----

From: **Matthew Johnson** <matjohnson@usaid.gov>

Date: Sun, Feb 23, 2025 at 8:58 PM

Subject: Re: For Official Use Only - A&A Award Review Tranche 5

To: Jami Rodgers <jrodders@usaid.gov>

Cc: USAID OAA FSN Network Mail List <usaidoaafsnnetwork@usaid.gov>, Mission & FS CO/AOs - ALL <mission-fs-coaos-all@usaid.gov>, M.OAA Mail List (USAID) <m.oaamaillistusaid@usaid.gov>, ALL EXOS Mission Mail List <allexosmissionmaillist@usaid.gov>, Nadeem Shah <nshah@usaid.gov>, Chitahka Floore <cfloore@usaid.gov>, Adam Cox <acox@usaid.gov>, OAAForeignOps <OAAForeignOps@usaid.gov>, Gregory Marchand <gmarchand@usaid.gov>, Lyudmila Bond <lbond@usaid.gov>, Brian Frantz <bfrantz@usaid.gov>, Matthew Rees <mrees@usaid.gov>, Young, Peter <pyoung@usaid.gov>, Mark Lloyd <mlloyd@usaid.gov>, Sheryl Stumbras <sstumbras@usaid.gov>, James Hope <jhope@usaid.gov>, Nicholas Enrich <nenrich@usaid.gov>, Timothy Meisburger <tmeisburger@usaid.gov>, Linda Leary <lleary@usaid.gov>, Martin McLaughlin <mmclaughlin@usaid.gov>, Gregory Howell <ghowell@usaid.gov>, Sadler-Gray, Sharon <ssadler-gray@usaid.gov>, Lynn Winston <lwinston@usaid.gov>, Karen Nartey <knartey@usaid.gov>, Andrew Plitt <aplitt@usaid.gov>, Christophe Tocco <ctocco@usaid.gov>, Gregory Swarin <gswarin@usaid.gov>, Paul Pleva <ppleva@usaid.gov>, David Bogran <dbogran@usaid.gov>, Reginald Mitchell (CFO) <remitchell@usaid.gov>, Steven Hernandez <sternandez@usaid.gov>, Christopher Burns <chburns@usaid.gov>, Erica Carr <ecarr@usaid.gov>, Rebecca Hammel <rhammel@usaid.gov>, William Malyszka <wmalyszka@usaid.gov>, Meghan Hanson <mhanson@usaid.gov>, Rochelle Sales <rsales@usaid.gov>, Richard Nelson <nelson@usaid.gov>, Daniel Swift <dswift@usaid.gov>, Rebecca Krzywda <rkrzywda@usaid.gov>, Nancy Mausolf <NMausolf@usaid.gov>

Colleagues,

The Q&A document sent around earlier has been withdrawn and will be updated. That document reflected an outdated and now inaccurate version with several citations that indicated that President Trump's Executive Orders were the basis for termination actions.

For the avoidance of doubt, Tranche 5 termination authority has no relationship to any Executive Order. These awards were individually reviewed by Secretary Rubio and the USAID Front Office and were determined to be inconsistent with the national interest and Agency priorities.

Accordingly, USAID has elected to enforce termination authorities in the relevant instruments. Similarly, Secretary Rubio has individually reviewed Tranches 1-4 and made similar determinations in his capacity as Acting Administrator of USAID.

Thank you,
Matt

Matt Johnson
571-216-5328

On Sun, Feb 23, 2025 at 4:44 PM Jami Rodgers <jrodgers@usaid.gov> wrote:

Dear Colleagues,

Additional tranches of awards are being reviewed by Secretary Rubio for alignment with Presidential priorities and national interest. As such, we have received direction from the Department of State Office of Foreign Assistance Director, performing the duties of USAID Deputy Administrator, that COs/AOs should take the necessary actions to terminate awards in [Tranche 5](#).

Additionally, to make it easier for everyone to track, we have consolidated outstanding items from [Tranches 1-4 into this document](#). **Please note in the tracker once you have taken action.**

You can find more information in our [FAQ document](#). We will add additional FAQs as we receive them.

Sensitive But Unclassified (SBU)

Sensitive But Unclassified (SBU)

Sensitive But Unclassified (SBU)

Exhibit AA

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AIDS VACCINE ADVOCACY
COALITION, *et al.*,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF
STATE, *et al.*,

Defendants.

Civil Action No. 25-cv-400 (AHA)

GLOBAL HEALTH COUNCIL, *et al.*,

Plaintiffs,

v.

DONALD J. TRUMP, *et al.*,

Defendants.

Civil Action No. 25-cv-402 (AHA)

JOINT STATUS REPORT

The parties respectfully submit this joint status report pursuant to the Court's orders issued February 22 and February 25, 2025. The parties jointly report that they were unable to come to an agreement with regard to the facts at issue or the discovery necessary to resolve any factual disputes, so they have set out their individual statements below.

PLAINTIFFS' STATEMENT

Defendants provided their statement for incorporation into this Joint Status Report at 12:04 pm. Noncompliance with the Court's deadline is not due to any delay on Plaintiffs' part.

Payments

11. A list of all payments made to implementing partners since February 13, 2025, by date, amount, and specifying whether each payment was for activities subject to a waiver.
12. Documents reflecting or describing the procedures and systems used to process payments prior to January 20, 2025.
13. To the extent not already provided to the Court and to Plaintiffs, copies of all directives and instructions issued to contracting officers and agreement officers about the processing of payments, dated after February 13, 2025.
14. The administrative record for the decision to implement new payment systems and processes.
15. A list of all pending payment requests since February 13, 2025 that have not yet been approved.
16. All evidence relating to DOGE employees' oversight of payments.
17. All evidence that any payment to any Plaintiffs or their members for work completed prior to January 20, 2025 would present a risk of waste, fraud, or abuse.

DEFENDANTS' STATEMENT

1. After the Court issued a TRO on February 13, 2025, the Department of State and USAID issued both public notice, via the sam.gov website, and notice to the counterparties to their various agreements that the TRO was in effect that quoted the operative terms of that Order. No. 1:25cv400, ECF 22-2 & 22-3. Separately, the Department of State and USAID issued directives to contracting officers and grant officers to comply with the TRO, again quoting the operative terms of the TRO. *Id.* ECF 22-4 & 22-5. For example, USAID's Chief Acquisition Officer and Senior Procurement Executive instructed, "Accordingly, until further notice, all Contracting and

Agreement Officers should not enforce any Agency directive issued under Executive Order 14169 and the Secretary's implementing memorandum that requires the generalized stop work, suspension, or pause of Agency contracts, grants, or other federal assistance awards."

2. Given the Court's order restraining the generalized pause, Defendants moved quickly to conduct "a good-faith, individualized assessment of [each] contract or grant and, where the terms or authority under law allows, taking action with respect to that particular agreement consistent with any procedures required." *Glob. Health*, ECF No. 28 at 2, 6. More specifically, in order to comply with the TRO, Defendants have been expeditiously examining each USAID and State foreign assistance award on an individual basis and through a multi-step process to determine whether, beyond the directives to the contract and grants officers to comply with the TRO, USAID and State will either lift the particular stop work orders or terminate the funding instrument under authority conferred by both the contracts/grants and independent legal authority. 2/25 Morocco Decl. ¶ 3.

3. As of this morning, that process has been completed for USAID and State Department. 2/26 Morocco Decl. ¶¶ 1-2. Secretary Rubio has now made a final decision with respect to each award, on an individualized basis, affirmatively electing to either retain the award or terminate it pursuant to the terms of the instrument or independent legal authority as inconsistent with the national interests and foreign policy of the United States. *See id.* USAID is in the process of processing termination letters with the goal to reach substantial completion within the next 24-48 hours. As a result, no USAID or State obligations remain in a suspended or paused state. In total, nearly 5800 USAID awards were terminated, and more than 500 USAID awards were retained. The total ceiling value of the retained awards is approximately \$57 billion. In total, approximately 4,100 State awards were terminated, and approximately 2,700 State awards were retained. Defendants are committed to fully moving forward with the remaining awards and

programs that USAID and Secretary Rubio have determined to retain.

4. As to past-due payments on work completed before January 24, 2025, Secretary of State Rubio has directed that invoices identified by the Plaintiffs be processed and expedited for payment without the ordinary vetting procedures, in a good-faith effort to comply with the Court's order of February 25, 2025. Those payments from State, in the amount of approximately \$4 million, are expected to be issued today. With respect to USAID, however, even with this expedition and the bypassing of ordinary payment protocols, USAID expects it could take up to two weeks for the payments to issue to the Plaintiffs due to the larger volume of payments requested and the need to manually identify, review, and pull each invoice. *See* 2/26 Morocco Declaration ¶¶5-7 (explaining why time is needed). Nevertheless, certain funds, exceeding \$11 million, have been released for transfer to certain of the Plaintiffs this morning. 2/26 Morocco Declaration ¶¶3-4. This process has already begun and is being prioritized by the agency. For this and other reasons, Defendants have sought an emergency stay of the Court's order from this Court and the Court of Appeals.

5. As to parties not before the Court, it is not technically possible for Defendants to process all payments by February 26 at 11:59pm. For USAID, it is estimated that the Court's order would require the payment of at a minimum \$1.5 billion dollars across approximately 2,000 payment requests, including many that need to be newly created. For State, it is estimated that the Court's order would require the payment of at a minimum \$400 million in outstanding payment requests. These payments cannot be accomplished in the time allotted by the Court and would instead take multiple weeks. 2/25 Morocco Decl. ¶ 4. Again, for this reason among others, Defendants have sought emergency relief from this Court and the Court of Appeals.

6. Additional time is required because restarting funding related to terminated or suspended agreements is not as simple as turning on a switch or faucet. Rather, the payment

Dated: February 26, 2025

ERIC J. HAMILTON
Deputy Assistant Attorney General

ALEXANDER K. HAAS
Director

LAUREN A. WETZLER
Deputy Director

CHRISTOPHER R. HALL
Assistant Branch Director

/s/ Indraneel Sur
INDRANEEL SUR
Senior Counsel
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Civil Division, Federal Programs Branch
1100 L St. NW
Washington, DC 20005
Phone: (202) 616-8488
Email: indraneel.sur@usdoj.gov

Counsel for Defendants

Respectfully submitted,

/s/ Stephen K. Wirth

William C. Perdue (D.C. Bar 995365)*
Sally L. Pei (D.C. Bar 1030194)
Samuel M. Witten (D.C. Bar 378008)
Stephen K. Wirth (D.C. Bar 1034038)
Dana Kagan McGinley (D.C. Bar 1781561)
Allison Gardner (D.C. Bar 888303942)
Daniel Yablon (D.C. Bar 90022490)
ARNOLD & PORTER KAYE SCHOLER LLP
601 Massachusetts Ave., NW
Washington, DC 20001-3743
Tel: (202) 942-5000
stephen.wirth@arnoldporter.com

*application for admission pending

Counsel for Plaintiffs in Case No. 25-402

/s/ Lauren E. Bateman
Lauren E. Bateman (D.C. Bar 1047285)
Allison M. Zieve (D.C. Bar 424786)
Nicolas A. Sansone (D.C. Bar 1686810)
PUBLIC CITIZEN LITIGATION GROUP
1600 20th Street, NW
Washington, DC 20009
Tel: (202) 588-1000

Counsel for Plaintiffs in Case No. 25-400

Exhibit BB



April 2, 2025

MEMORANDUM FOR: [REDACTED]

FROM: CONTRACTING OFFICER/EXECUTIVE OFFICER, USAID

SUBJECT: LETTER OF TERMINATION FOR CONVENIENCE - USpsc

1. This memorandum serves as notice that your Personal Services Contract, number [REDACTED] is hereby terminated for the Convenience of the Government. It is no longer in the best interests of the United States Government to continue with this contract.

2. Your last day of employment and modified contract end date will be **July 01, 2025**. You will be in a pay status through the adjusted contract end date stated herein. Your pay may be adjusted by any money owed to the United States Government. **You are required to complete your travel, if applicable, no later than June 15, 2025.** The provision in your contract which applies to this action is:

Contract Clause General Provision (GP) 16, "Termination", paragraph (a) (2):

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

This termination of contract action is necessary to restructure USAID's operations to better reflect Agency priorities and the foreign policy priorities of the United States. This termination action does not reflect on your service, performance, or conduct. It is being taken solely for the reason stated.

3. **Please acknowledge receipt of this letter by signing below, return it to the cognizant Contracting/Executive officer and the industry liaison at industryliaison@usaid.gov and retain a copy for your records.** The cognizant Contracting/Executive Officer will be following up with you shortly regarding USAID's Exit and Separation (offboarding) procedures and will remain the point of contact under the contract through its revised end date stated herein.

STELLA N
ALEXANDER-
SERGEEFF

Contracting/Executive Officer

Digitally signed by
STELLA N ALEXANDER-
SERGEEFF
Date: 2025.04.02
11:18:31 -04'00'

(Received by)

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