

## Agency for International Development

752.7001

Washington, DC 20590, and the U.S. Agency for International Development (USAID), Bureau for Management, Office of Acquisition and Assistance, 1300 Pennsylvania Ave. NW., SA-44, Room 859, Washington, DC 20523 as follows:

(i) For PL 480 (Food aid shipments) scanned copies must be sent to: *freightedbills@usaid.gov*.

(ii) For all Non P.L. 480 (Non Food Aid Shipments) scanned copies must be sent to: *Oceantransportation@USAID.gov*.

(iii) For all shipments, scanned copies for MARAD must be sent to: *Cargo.MARAD@DOT.gov*.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (i) Sponsoring U.S. Government agency.
- (ii) Name of vessel.
- (iii) Vessel flag registry.
- (iv) Date of loading.
- (v) Port of loading.
- (vi) Port of final discharge.
- (vii) Description of commodity.
- (viii) Gross weight in kilograms/pounds and volume in liters/cubic feet, if available.
- (ix) Total ocean freight revenue in U.S. dollars.

[64 FR 5009, Feb. 2, 1999, as amended at 72 FR 19670, Apr. 19, 2007; 79 FR 75001, Dec. 16, 2014; 81 FR 47047, July 20, 2016]

### 752.252-1 AIDAR solicitation provisions incorporated by reference

In accordance with 752.107(a), insert the following clause.

#### AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)

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

[79 FR 75001, Dec. 16, 2014]

### 752.252-2 AIDAR clauses incorporated by reference

In accordance with 752.107(b), insert the following clause.

#### AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon

request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

[79 FR 75001, Dec. 16, 2014]

### 752.252-70 Provisions and clauses to be completed by the offeror.

In accordance with 752.107(c), insert the following clause.

#### PROVISIONS AND CLAUSES TO BE COMPLETED BY THE OFFEROR (MAR 2015)

The following FAR and AIDAR provisions or clauses incorporated by reference in this solicitation or contract must be completed by the offeror or prospective contractor and submitted with the quotation or offer:

NUMBER TITLE DATE  
AIDAR (48 CFR chapter 7)

[The contracting officer must list all FAR and AIDAR provisions or clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

[79 FR 75001, Dec. 16, 2014]

## Subpart 752.70—Texts of USAID Contract Clauses

### 752.7000 Scope of subpart.

Subpart 752.70 contains the text of USAID-specific contract clauses for which there is no (48 CFR) FAR equivalent. The clauses in this subpart do not apply to contracts for personal services. For personal service contract clauses see (48 CFR) AIDAR Appendix D—Direct USAID Contracts with U.S. Citizens or U.S. Residents for Personal Services Abroad and (48 CFR) AIDAR Appendix J—Direct USAID Contracts with Cooperating Country Nationals and with Third Country Nationals for Personal Services Abroad.

[49 FR 13259, Apr. 3, 1984, as amended at 57 FR 5237, Feb. 13, 1992; 79 FR 74988, Dec. 16, 2014]

### 752.7001 Biographical data.

The following clause is to be inserted in all USAID cost reimbursement contracts.

#### BIOGRAPHICAL DATA (JUL 1997)

The Contractor agrees to furnish to the contracting officer on USAID Form 1420-17, "Contractor Employee Biographical Data

Sheet”, biographical information on the following individuals to be employed in the performance of the contract: (1) All individuals to be sent outside the United States, or (2) any employees designated as “key personnel”. Biographical data in the form usually maintained by the Contractor on the other individuals employed under the contract shall be available for review by USAID at the Contractor’s headquarters. A supply of USAID Form 1420-17 will be provided with this contract. The Contractor may reproduce additional copies as necessary.

[62 FR 40470, July 29, 1997; 62 FR 45334, Aug. 27, 1997; 62 FR 47532, Sept. 9, 1997; 79 FR 74988, 75001, Dec. 16, 2014]

#### 752.7002 Travel and transportation.

For use in cost reimbursement contracts performed in whole or in part overseas.

##### TRAVEL AND TRANSPORTATION (JAN 1990)

(a) *General.* 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 based on the applicable cost principles, the Contractor’s established policies and procedures, USAID’s established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) *International travel.* For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers 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 employee’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 employee’s residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee 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 that employee and his/her dependents are not reimbursable hereunder. If the employee serves more than one year but less than the re-

quired 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 employee’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 employee 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 kilograms/pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers must not be in excess of the rates authorized in the Department of State Standardized Regulations—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 en route 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 established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(c) *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 of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(d) *Travel for consultation.* The Contractor shall be reimbursed for the round trip of the Contractor’s Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor’s office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the contracting officer or the Mission Director.