



# Telework and Remote Work Policy for Personal Services Contracts with Individuals (PSCs)

A Mandatory Reference for ADS Chapter 309

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## I. OVERVIEW

This mandatory reference establishes policies and procedures for telework and remote work that USAID may authorize for certain personal services contracts with individuals (PSCs). The policies detailed in [ADS 405, Telework and Remote Work Program](#), apply only to direct hire employees and do not apply to personal services contractors.

The following table describes the applicability of this reference by the type of PSCs:

Type of PSC	Applicability of this Mandatory Reference
U.S. Personal Services Contractors (USPSCs) performing services based in the United States.	Yes, applicable.
USPSCs performing services based abroad, including Resident Hire USPSCs; and Third Country National PSCs (TCNPSCs) <u>not</u> subject to the local compensation plan (LCP).	Yes, applicable, but <u>only</u> when the Mission authorizes telework and/or remote work within the Mission and Chief of Mission (COM) policies, to the extent that telework or remote work is within the terms and conditions of the contract.
Cooperating Country National PSCs (CCNPSCs) and TCNPSCs subject to the LCP.	No, <u>not</u> applicable. Any telework or remote work options for these types of PSCs are governed by the applicable LCP and Mission and COM policies, based on local labor law and other considerations, to the extent that telework or remote work is within the terms and conditions of the contract.

USAID recognizes that telework and remote work can have positive effects on the competitive selection of personal services contractors, their work/life balance and overall effectiveness, traffic congestion and emissions, and the continuity of mission-critical Agency functions in the event of emergency situations. USAID also promotes greater use of telework and remote work during emergency situations, including national emergencies, severe weather conditions, climate change-related emergencies, or other circumstances that disrupt or prevent contractors from commuting or reporting to work.

## II. PRIMARY RESPONSIBILITIES

- A. The **Bureau for Management, Office of Acquisition and Assistance (M/OAA)** develops, issues, and maintains the Agency's policies and procedures for telework and remote work matters related to PSCs.
- B. The **Contracting Officer (CO)** must ensure that telework and remote work arrangements for PSCs comply with the Agency's internal policies. When a position is designated as suitable for remote work, the CO must ensure the PSC solicitation and resulting contract specifically identify the authorization to remote work. The CO must monitor the contract for compliance and execute contract modifications as necessary. The CO provides relevant advice and guidance to the contractor and the contractor's supervisor.

The term "CO" in this mandatory reference includes all individuals, including USAID Mission Executive Officers (EXOs), who are warranted or otherwise delegated authority to award PSCs.

- C. The **Requesting Office** is the Bureau/Independent Office (B/IO) or Mission responsible for describing the need for a PSC and preparing the PSC requisition. As part of the requisition process, the Requesting Office must determine whether a PSC's statement of duties is suitable for telework or remote work, in accordance with Requesting Office procedures, and communicate this information to the CO in advance of the issuance of the PSC solicitation.

For a position that is designated as suitable for remote work, if the selected offeror's proposed alternative worksite is outside the locality pay area of the official USAID worksite, the Requesting Office must prepare the required remote work request package for approval by the Bureau Assistant Administrator (AA) and Independent Office (IO) Director or Mission Director and provide the final documentation to the CO to finalize the contract negotiations, budget, and total estimated cost of the contract.

- D. The **Supervisor** for the personal services contractor is responsible for managerial oversight, continuous supervision, and control over the contractor's work, and evaluating and documenting the contractor's performance. The supervisor must:
  - 1. Ensure consistent and fair administration of the telework and remote work policies and procedures;
  - 2. Complete the mandatory [Telework Fundamentals - Manager Training](#) for supervisors and ensure that the contractor has also completed the required [Telework Fundamentals - Employee Training](#) prior to approving any telework or remote work agreement;
  - 3. Review and approve the contractor's telework or remote work agreement in the [USAID automated system](#). For remote work agreements, the supervisor must

verify that the proposed alternative worksite is consistent with the location specified in the contract;

4. Approve a revised remote agreement following the procedures outlined in this policy for contractors requesting a change in the alternative worksite for remote work;
5. Ensure the contractor performing services under an approved telework or remote work agreement has contractual duties appropriate for telework or remote work;
6. Set and communicate telework and remote work expectations to the contractor (e.g., participation in meetings, work to be performed and delivered, deadlines, signing in and out, work schedule, leave, etc.);
7. Evaluate the impact of telework or remote work on office performance and functionality;
8. Provide the contractor with appropriate notice, with the approval of the CO, before suspending, terminating, or modifying a remote work agreement;
9. Ensure telework or remote work does not diminish the contractor's performance or negatively impact the requirements of the B/IO, overseas Mission, or Agency;
10. Ensure the contractor accurately records official time spent in a telework or remote work status in the time and attendance system; and
11. Serve as a Deciding Official on all reasonable accommodation requests, with assistance from the Office of Civil Rights' (OCR) Reasonable Accommodation Program Manager.

**E. The Bureau Assistant Administrator (AA) and Independent Office (IO) Director in USAID/Washington (USAID/W):**

1. Approves domestic remote work request packages, prior to award or post-award, if the alternative worksite is outside the locality pay area of the official USAID worksite in the United States; and
2. Approves situational telework in special situations (see **Section IV**).

**F. The Personal Services Contractor may only telework or remote work if authorized in their contract. In addition, the contractor must:**

1. Complete all required training prior to entering into a telework or remote work agreement;
2. Ensure a telework or remote work agreement, with any required additional documentation, has been submitted and approved prior to beginning telework or remote work;

3. Adhere to established telework or remote work policies and procedures;
4. Ensure their alternative worksite has the appropriate resources available to support telework or remote work;
5. Ensure their alternative worksite complies with all health and safety requirements as outlined in the telework or remote work agreement;
6. Comply with work requirements established by the supervisor (e.g., work schedule, timeframe for returning calls, messages, and email communications), attend staff meetings, and accurately code time worked in a telework or remote work status in the time and attendance system;
7. Provide the same level of support, availability, and accessibility to customers, coworkers, and their supervisors, as if working at the official USAID worksite;
8. Ensure that telework or remote work does not negatively impact the work of other team members;
9. Report to the official USAID worksite when requested by the supervisor (see **Section III.A**, paragraphs 11 and 12 for additional information);
10. Protect and not misuse or abuse any USAID-owned or government-furnished equipment (GFE), and use the equipment only for official business purposes; and
11. Ensure appropriate arrangements are made for the care of dependents while teleworking or remote working. Telework and remote work are not substitutes for dependent care. Contractors are not authorized to telework or remote work with the intent of or for the sole purpose of meeting their dependent care or personal responsibilities while performing official duties. However, telework or remote work may be authorized in special situations (see **Section IV**) to provide flexible work arrangements.

**G. The Mission Director or Principal Officer:**

1. Approves overseas remote work request packages, prior to award or post-award, if the contractor's alternative worksite is outside the location (e.g., city/area) of the official USAID worksite within the cooperating country; and
2. Approves situational telework in special situations (see **Section IV**.)

**H. The Office of the General Counsel (GC) and Resident Legal Officers (RLOs)** provide legal counsel and advice on a broad range of matters related to PSCs, including matters related to telework and remote work.

**I. The Teleworking Managing Officer (TMO) in the Office of Human Capital and Talent Management (HCTM)** coordinates the collection and reporting of telework and remote work data for the Agency.

- J. The **Office of Civil Rights (OCR)** administers the reasonable accommodation program, including requests from personal services contractors for telework or remote work as a reasonable accommodation, in a manner consistent with USAID policies and procedures, and all applicable federal laws, regulations, and guidelines.
- K. The **Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP)** provides payroll support to USPSCs and processes changes in locality pay, as required.
- L. **Bureau and Independent Office Administrative Management Services (AMS):**
  - 1. Serves as their B/IO's Telework Coordinator and initial point of contact for telework and remote work inquiries;
  - 2. Coordinates and tracks all telework and remote work agreements within their respective B/IO;
  - 3. Coordinates with relevant offices on inventories of available GFE and other necessary equipment for the contractor's use in telework or remote work status;
  - 4. Ensures supervisors in their B/IO are aware of the telework and remote work policies; and
  - 5. Reports telework and remote work data and information to the TMO.

### III. POLICY DIRECTIVES AND REQUIRED PROCEDURES

#### A. General Standards

The following standards apply to telework and remote work for PSCs:

- 1. USAID promotes telework and remote work as workplace flexibilities for contractors. However, telework and remote work are arrangements, first and foremost, 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 may 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.
- 2. Supervisors and COs must implement telework and remote work for PSCs strategically, taking into account the needs and work of the organization to maximize productivity and performance.
- 3. Personal services contractors may only be authorized telework or remote work for performance within the same country as the official USAID worksite for which services are being provided as follows:

- U.S.-based USPSCs are authorized to telework or remote work only within the United States. While direct hires may be eligible for Domestic Employee Teleworking Overseas (DETO) arrangements under certain circumstances (see [ADS 405](#)). PSCs are ineligible for DETO arrangements.
  - Abroad-based USPSCs and non-LCP TCNPSCs may be authorized temporary situational telework or remote work from the United States for a USPSC, or the home country of record for a TCNPSC, or another foreign location that is not their contractual post only in accordance with the special situations described in **Section IV**.
  - USPSCs performing worldwide surge-support services may telework or remote work from a domestic or overseas location in the same country as the official USAID worksite of each deployment, and subject to the statutory authority for the USPSC procurement. Telework and remote work must be conducted consistent with the USPSC's terms of contract and Mission policies. Prior to beginning each particular deployment, the USPSC must complete a telework or remote work agreement for approval by their supervisor.
4. The [PSC solicitation and award templates](#) contain language that COs must use regarding telework and remote work. If a PSC position has been designated as suitable for remote work, both the solicitation and resulting contract must specify that the contractor will be authorized to work remotely from an alternative worksite.
  5. There are several procedures related to telework and remote work that Requesting Offices, supervisors, Bureau AAs/IO Directors, Mission Directors, and COs must adhere to during the planning, solicitation, award, and post-award management of PSCs (see **Section III E, F, and G** for additional guidance).
  6. As a matter of policy, USAID requires all personal services contractors contemplating telework or remote work to complete the mandatory online telework training offered by the Office of Personnel Management (OPM).
  7. Prior to beginning any telework or remote work arrangement, the contractor must have a telework or remote work agreement approved by their supervisor, and other officials as applicable, for up to one year in the [USAID automated system](#).
    - i. The contractor must submit a telework or remote work agreement annually at minimum, or upon the supervisor's request, for revalidation and approval by the supervisor.
    - ii. Remote work arrangements require additional approval by the respective Bureau AA or IO Director in USAID/W, or for posts abroad, alternatively the Mission Director (see **Sections III.C. and III.G**).
    - iii. The contractor and supervisor may be required to revise or create a new telework or remote work agreement for changes such as a contractor name change, a different supervisor on more than a temporary basis, or for other



reasons consistent with the work arrangement and terms of contract.

8. All personal services contractors, except those who have an approved remote work agreement, are encouraged to have, at a minimum, a situational/unscheduled telework agreement in place. This allows the contractor to have the flexibility to telework when there are emergencies, such as a national emergency, severe or inclement weather, climate change-related emergencies, or other unforeseen contingencies that prevent the contractor from commuting to the official USAID worksite.
9. Although telework is encouraged and should be approved when practicable, contractors cannot be ordered to telework, unless a national and/or local emergency situation occurs, or during a Continuity of Operations (COOP) activation or deployment (see **Section V. H**). Eligible contractors who wish to “opt out” of telework are required to indicate this on the telework agreement. A contractor who chooses to “opt out” of telework will not have the option to telework in the event of an emergency or situation where the USAID operating status allows the option for “unscheduled telework or unscheduled leave.” The contractor will be required to report to the office or take leave under the terms of their contract for the time they are unable to work.
10. No costs will be reimbursed to the contractor relating to the alternative worksite. USAID will not approve telework or remote work requests that involve payment of costs related to the alternative worksite or a contractor’s change of alternative worksite, transportation of household effects, or housing post-award or living quarters allowance.
11. All contractors, regardless of telework or remote work status and approved alternative worksite, may be called into the official USAID worksite, if their presence is required, even if that day is a scheduled telework or remote work day. Normally, the supervisor notifies the contractor of such a change in advance, but sometimes advance notice is not possible due to certain unforeseen circumstances or emergencies. Supervisors must provide contractors who are working from an alternative worksite outside the local commuting area of the official USAID worksite as much notice as possible. This temporary call to the official USAID worksite does not terminate the telework or remote work agreement.
12. USAID will not reimburse travel costs to the official USAID worksite for contractors who are approved to telework, or for contractors who are approved to remote work within the same local commuting area as the official USAID worksite. For a PSC who is approved for remote work and required to report to the official USAID worksite, Temporary Duty Status (TDY) travel expenses must be authorized in a separate Travel Authorization for travel from outside of the locality pay area of the official USAID worksite (see **Section V. J.**, Travel, Transportation, and Relocation Cost).
13. Personal services contractors who are in teleworking or remote working arrangements continue to be subject to policies and procedures of the official

USAID worksite, including those related to attendance, timekeeping, conduct, performance management, and random drug testing.

## B. Telework

Telework is a work flexibility arrangement in which a contractor is normally expected to perform the duties of their position on-site at the official USAID worksite as well as from an approved alternative worksite (e.g. home or other location) other than the official USAID worksite. For contractors authorized to telework, the official USAID worksite determines the locality pay for compensation purposes. There are three types of telework arrangements:

- 1. Regular/Recurring:** A work arrangement in which telework occurs from an approved alternative worksite, as part of a pre-approved, ongoing, regular/recurring basis, for an approved number of days each pay period.
- 2. Situational/Unscheduled:** A work arrangement in which telework occurs from an approved alternative worksite (e.g. home or other location) on an irregular, unscheduled, or case-by-case basis, and the hours worked in this status were not part of a previously approved, ongoing, and regular telework schedule.
- 3. Temporary Full-Time Situational Telework in Special Situations:** When the contractor may be temporarily unable to report to the official USAID worksite as scheduled, the supervisor, CO, and Agency leadership may approve a temporary telework arrangement that allows the contractor to telework full-time from the alternative work location. The temporary arrangement should be used only in cases where the contractor is expected to return to a regular telework schedule and report to the official USAID worksite in the near future. Consecutive telework in special situation status may only be approved for a maximum of up to one year. See **Section IV** for detailed policies.

## C. Remote Work

Remote work is a work arrangement in which a contractor performs the duties of their position at an approved alternative worksite, as specified in the contract, on a regular and recurring basis. The duties of the position do not require the contractor to physically report to an official USAID worksite; therefore, the contractor is not expected to perform work at the USAID worksite on a regular or recurring basis. The alternative worksite for remote work may be within or outside the locality pay area for a U.S.-based USPSC, or the post allowances and differentials city/area for an abroad-based USPSC.

When remote work is authorized, the approved alternative worksite will determine the locality pay for a U.S.-based USPSC, or the allowances and differentials applicable for a PSC performing overseas (see **Section III. A**, General Standards, and **Section V. B** on compensation).

Although a contractor who is approved to remote work is generally not expected to work at the official USAID worksite, the supervisor can require the contractor to physically report to the official USAID worksite in certain situations (e.g. training, official meetings,

conferences), with travel expenses covered by USAID (see **Section V** for additional details).

- a. **Domestic Remote Work** may be approved by the Bureau AA or IO Director, as appropriate, where the contractor's alternative worksite is at an approved location within the United States. U.S.-based USPSC positions may be designated as domestic remote work-eligible. Under a domestic remote work arrangement:
  - The contractor's alternative worksite, typically the contractor's residence, may be within or outside the local commuting area of the official USAID worksite;
  - The arrangement is subject to the budget, business, and operational needs of the B/IO and USAID; and
  - The arrangement is subject to a cost-benefit analysis, whereby the benefits and costs to the Agency are considered when determining approval.
- b. **Overseas Remote Work** may be approved by a B/IO head or Mission Director, when the contractor's alternative worksite is within the cooperating country, in accordance with USAID, State, and COM policy and guidance. Positions for USPSCs performing abroad, or TCNPSCs not subject to the LCP, may be designated as overseas remote work eligible. Requests for position eligibility are reviewed on a case-by-case basis, given the unique and varied local conditions that exist from post to post.

The following factors, among others, may affect the acceptability of certain telework arrangements abroad: security concerns, the inviolability, or lack thereof, of the remote worker's personal residence, possessions, cost, passport/visa type, and the location and proximity of the alternative worksite to the USAID or U.S. embassy facility in the contractual post.

#### **D. Telework and Remote Work Eligibility Requirements**

Participation in telework and remote work is open to all eligible contractors regardless of the contractor's race, color, religion, national origin, sex, disability status, age, genetic information, marital status, veterans' status, status as a parent, or political affiliation. Disability may not be used as a factor to deny participation; the reasonable accommodation process may, in various circumstances, permit or require granting participation due to a disability.

There are a number of factors that affect a personal services contractor's eligibility to telework or remote work:

1. **Preconditions:** The following preconditions must be met prior to a personal services contractor beginning telework or remote work:

- a. The Requesting Office must review the functions and duties of each PSC position and designate the position as suitable for telework or remote work (see **Section III.A.**);
  - b. For positions designated as suitable for remote work, the CO must ensure that both the PSC solicitation and resulting contract specifically identify the authorization to remote work, using the PSC solicitation and award templates (no specific action is required for positions designated as suitable for telework, as the contract templates already contain the relevant clause);
  - c. The contractor must complete the required telework training prior to being approved for telework or remote work; and
  - d. The supervisor must review and approve the contractor's telework or remote work agreement in the [USAID automated system](#).
2. **Continuing Requirements:** The personal services contractor participating in telework or remote work must:
  - a. Comply with USAID policies regarding telework and remote work;
  - b. Agree and adhere to their B/IO's and supervisor's telework and remote work protocols and procedures;
  - c. Have the required information technology (IT) devices and tools to perform the duties at the alternate worksite; and
  - d. Maintain a "Satisfactory" (or above) performance evaluation appraisal.
3. **Ineligible Contractors:** The following categories of personal services contractors are ineligible to telework or remote work:
  - a. A contractor who has received a cure notice (see [FAR 49.607](#)) for being absent without permission for more than five days in any calendar year; and
  - b. A contractor who has been officially disciplined for violations of [5 CFR Part 2635](#) for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
4. **Position Eligibility:** Some PSC positions may be ineligible for telework or remote work if the duties of the position require in-person/onsite presence at the USAID worksite on a regular/recurring basis, to include, but not limited to the following reasons:
  - a. Direct handling of secure or sensitive information, including Personally Identifiable Information (PII), classified national security information, or sensitive but unclassified (SBU) materials that are not authorized for transmission, discussion, or storage at an alternative worksite;
  - b. Tasks that require use of specialized equipment or technology;

- c. Tasks requiring frequent face-to-face contact with other individuals from inside or outside of the Agency; or
  - d. Tasks requiring physical presence at the official USAID worksite per the PSC's statement of duties, such as regular meetings with senior leadership or United States Government (USG) interagency meetings.
5. **Training:** As a matter of policy, USAID requires all personal services contractors contemplating telework or remote work to complete the [OPM Telework Fundamentals - Employee Training](#) annually prior to entering into a telework or remote work agreement. Supervisors must also complete the [OPM Telework Fundamentals - Manager Training](#) annually. USAID may provide and require additional and subsequent training to support contractors entering Telework and Remote Work Agreements.

## **E. Pre-Award Procedures**

This section describes procedures that must be followed during the planning and solicitation phases for a PSC.

### **1. Determination of Suitability for Telework or Remote Work**

The Requesting Office must determine whether the PSC's statement of duties is suitable for telework or remote work in accordance with the Requesting Office's procedures. The Requesting Office must include this determination in the PSC requisition to the CO in advance of issuance of solicitation.

The Requesting Office makes this determination based on the following:

#### **a. The Nature of the Work**

A contractor's suitability to telework or remote work may be limited based on the duties of the position or other aspects of the work environment specific to the position. Although many types of tasks can be accomplished at an alternative worksite, not all positions are suitable for telework or remote work. The tasks and work activities determine if a position is suitable for telework or remote work, not the individual contractor or their preference.

The ability to telework or remote work may be limited or impossible for personal services contractors carrying out tasks such as:

- Handling secure or sensitive information, including PII, classified national security information, or SBU materials that are not authorized for transmission, discussion, or storage at an alternative worksite;
- Utilizing specialized equipment or technology;
- Tasks requiring frequent face-to-face contact with other individuals from inside or outside of the Agency; or

- Tasks requiring physical presence at the official USAID worksite per the PSC’s statement of duties, such as regular meetings with senior leadership or USG interagency meetings.

## **b. Statutory Authority**

For USPSCs contracted under an authority that allows performance in the United States, the contractor may be eligible for telework or remote work within the United States.

For personal services contractors serving abroad and contracted under Section 636(a)(3) of the [Foreign Assistance Act \(FAA\) of 1961](#), which allows “contracting with individuals for personal service abroad,” there are limitations on where the services can be performed. For personal services contractors engaged under this FAA authority, telework or remote work from outside the country of the official USAID worksite, including the United States, is not permitted, except in special situations as provided in the contract terms and conditions and in accordance with relevant ADS policies.

## **2. Solicitations Procedures**

COs must use the [USPSC solicitation template](#) that contains language regarding telework and remote work. If the position is designated as suitable for remote work, the CO must specify in the “place of performance” of the solicitation that an alternative worksite will be authorized at the time of award (see the [USPSC solicitation template](#) for details).

## **F. Contract Award Procedures**

This section describes procedures that must be followed during the award of a PSC.

### **1. Contractual Language**

COs must use the [PSC award templates](#) that contain language regarding telework and remote work.

### **2. Remote Work Request Package**

When a PSC position is designated for remote work, the selected offeror must propose their alternative worksite to the CO. The CO must negotiate the final base compensation rate and use the proposed alternative worksite to determine the locality pay for U.S.-based USPSCs, or differentials and allowances as applicable for a personal services contractor performing abroad, to calculate the total compensation amount. Using this amount, the CO must update the comprehensive position budget to ensure adequate funds are available, and finalize the contract total estimated cost and other terms and conditions. The CO must indicate the contractor is authorized to work remotely and specify the approved alternative worksite in the Schedule of the contract.

If the offeror’s proposed alternative worksite is outside the locality pay area for U.S.-based USPSCs, or outside the city/area of the cooperating country location for overseas

PSCs, of the official USAID worksite, then the CO must await approval of the Remote Work Request package before finalizing negotiations and executing the contract.

The Requesting Office prepares the Remote Work Request package for approval by the Bureau AA or IO Director for a U.S.-based USPSC, or alternatively the Mission Director for an abroad-based USPSC or non-LCP TCNPSC, as appropriate (see the template formats for an [Action Memo-Remote Work](#), [Remote Work Eligibility Charting Tool](#), and [Cost Benefit Comparison Worksheet](#)). Once approved, the Requesting Office must submit the package to the CO who must use the approved alternate worksite to finalize negotiations and the contract award, as described above.

After contract award, the supervisor is responsible for informing the CO of any necessary changes to the contractor's alternative worksite, and obtaining Bureau AA/IO Director approval as applicable, in support of the CO's ability to modify the contract accordingly.

### **3. Costs Associated with Remote Work**

The comprehensive budget for the PSC (see [ADS 309.3.1.7.a](#)) with a remote work arrangement must consider the estimated travel costs for the contractor to travel, whether from within or outside the local commuting area, to the official USAID worksite as may be required. Examples of travel for a contractor approved to remote work from outside of the locality pay area of the official USAID worksite may include trips to the official USAID worksite for an initial orientation, periodic meetings, and training. Such travel costs must not be included or obligated in the contract, as such costs are generally obligated in a Travel Authorization; however, they must be considered for comprehensive budgeting purposes.

## **G. Post-Award Procedures**

This section describes procedures that must be followed after a PSC is awarded.

### **1. Approval of Telework or Remote Work Agreement**

Prior to beginning telework or remote work, the contractor must complete the mandatory telework training and have a telework or remote work agreement approved by their supervisor (given other required approvals were already obtained at the award stage). This ensures that the operating parameters of the work arrangement are clearly defined.

USAID uses the [USAID automated system](#) to record and track all telework and remote work agreements. Telework and remote work agreements remain in effect for up to one year, although shorter periods may be approved. The contractor must prepare a new telework or remote work agreement, and it must be approved by their supervisor annually or if there is a change in work circumstances.

For a PSC authorized to remote work, when creating the remote work agreement in the [USAID automated system](#), the contractor must include the alternate worksite that is approved in the contract and upload the page from their contract that specifies remote work is authorized.

In the event the contractor wants to change their alternative worksite, they must inform their supervisor and prepare a new remote work request package (see the template

format for an [Action Memo-Remote Work](#) and the [Cost Benefit Comparison Worksheet](#)) for approval by the supervisor. If the revised alternative worksite is outside the locality pay area authorized in the contract and outside the locality pay area of the official USAID worksite, the remote work request package must also be approved by the Bureau AA, IO Director, or Mission Director, as appropriate (i.e., for a U.S.-based USPSC, versus an abroad-based USPSC or non-LCP TCNPSC).

The supervisor must provide the CO with the approved remote work request package along with the GLAAS requisition so that the CO can execute a bilateral contract modification to revise the approved alternative worksite, including the relevant revision to the budget and total estimated cost, as necessary. Following the execution of the bilateral modification, the personal services contractor must submit a new remote work agreement (including a copy of the executed modification) in the [USAID automated system](#) for approval by the supervisor (see **Section III.G.4**, paragraph b for additional details).

## **2. Supervision of Telework or Remote Work**

[FAR 37.104\(c\)\(1\)](#) requires personal services contractors to be “subject to the relatively continuous supervision and control of a Government officer or employee.” The supervisor must have an adequate plan in place to meet this regulatory requirement.

## **3. Denial or Termination of Telework or Remote Work Agreements**

- a. Telework and remote work requests and agreements may be denied or terminated based on business reasons. Valid business considerations include, but are not limited to, personal services contractor conduct and/or performance issues, diminished performance or productivity, unmanageable burden on other staff members, poor customer service, or the arrangement no longer meets the Agency’s needs.
- b. The supervisor must obtain the CO’s approval prior to denying or terminating a telework or remote work agreement. If modifying or terminating a remote work agreement, the supervisor must consult with the CO as this requires a fully executed bilateral contract modification before the supervisor can proceed. The contract modification must specify that the changes to the remote work agreement will take effect in no fewer than 30 calendar days. However, if the contract is being terminated, the CO must follow the termination procedures in the [AIDAR](#) Appendix D or J as applicable, and [ADS 309](#), including providing the contractor a minimum of 15 days notice.
- c. The supervisor must provide the decision to deny, modify, or terminate a contractor’s telework or remote work arrangement in writing.
- d. If modifying or terminating a telework agreement, the supervisor must give as much advance notice as possible, in writing, but no fewer than 14 business days before the effective date of the termination.
- e. If the supervisor denies or terminates the telework or remote work agreement, the contractor may consult with the CO regarding any concerns or questions about



the denial or termination and follow administrative and contractual remedies for resolution.

- f. A personal services contractor may request to terminate or modify their telework or remote work agreement at any time by providing their supervisor with written notice at least 14 calendar days in advance of the change. This will then require the contractor to begin working full-time at the official USAID worksite. If office space there is unavailable, USAID may delay termination of the telework or remote work agreement until the appropriate physical work arrangements are available. If the PSC has been approved for remote work, termination of the remote work agreement may be cause for termination of the contract in accordance with its terms and conditions, if USAID does not agree with the change in work status.
- g. If the PSC position is designated as remote work and the request for a remote work agreement is denied or a remote work agreement is terminated due to poor contractor performance, USAID may terminate the contract or offer the contractor the option to begin performing the duties on-site at the official USAID worksite. However, in such a situation, USAID will not pay for any costs associated with the contractor relocating to the local commuting area of the official USAID worksite.

If the remote work agreement is denied or terminated and the contractor is unable to perform the duties satisfactorily at the official USAID worksite, the PSC may be terminated in accordance with the terms and conditions of the contract.

#### **4. Post-Award Changes Related to Remote Work**

##### **a. Remote Work not Anticipated in the Solicitation**

As described above, during the planning stage of a PSC position, the Requesting Office, in consultation with the CO, must make a determination of whether a particular PSC position can be classified as eligible for telework or remote work. For a position that is designated as suitable for remote work, the solicitation – as well as the resulting award – must specify the remote work authorization.

Changes to a contract to allow remote work in a contract that did not previously authorize remote work constitutes a material change and triggers Competition in Contracting Act (CICA) concerns, as indicated in [FAR Part 6](#) (see [ADS 309.3.1.9](#)). For example, if a solicitation did not indicate remote work eligibility, it may have resulted in a different pool of offerors. This results in the need to conduct a new competition for the PSC or a Justification and Approval (J&A) must be approved to limit competition to the incumbent.

##### **b. Initiating or Changing a Remote Work Agreement**

When remote work is authorized, the approved alternative worksite will be specified in the contract and will determine the locality pay for compensation purposes. When approving a remote work agreement, the supervisor must ensure that the contractor's alternative worksite is consistent with what was approved in the contract.

Remote work requests for an alternative worksite outside the locality pay area of the official USAID worksite for U.S.-based USPSCs must be approved by the Bureau AA or IO Director in USAID/W. A change in the location of the alternative worksite could result in a change in the locality pay that impacts the contractor's compensation and the contract budget. If the supervisor receives approval and the CO concurs with the change in alternative worksite based on funding and other considerations, the supervisor must request the CO to execute a contract modification. The CO must execute a bilateral contract modification to incorporate the new alternative worksite, including any corresponding changes to the total compensation, contract budget, and total estimated cost. If applicable, the CO must attach a copy of the approved Remote Work Request package as supporting documentation (justification for cost increase, etc.) to the negotiation memorandum and file it in Agency Secure Image and Storage Tracking System (ASIST). Only after the CO has modified the contract can the contractor submit, and the supervisor approve, a new remote work agreement based on the newly approved alternative worksite. The contractor must attach a copy of the contract modification to the new remote work agreement in the [USAID automated system](#).

For a U.S.-based USPSC, the CO must also send a copy of the fully executed contract modification to M/CFO/CMP at [m.cfo.cmp.uspsc-payroll@usaid.gov](mailto:m.cfo.cmp.uspsc-payroll@usaid.gov) to initiate a change in the contractor's locality pay.

#### **IV. TEMPORARY FULL TIME SITUATIONAL TELEWORK IN SPECIAL SITUATIONS**

There are special situations in which full time situational telework may be authorized on a case-by-case and temporary basis, where the contractor may not be required to report for on-site performance at the official USAID worksite as scheduled and instead may be approved to work from an alternative work location. The personal services contractor must initiate these requests, and the 1) supervisor; 2) Bureau AA or IO Director for U.S.-based USPSCs, or the Mission Director for abroad-based USPSCs and non-LCP TCNPSCs; and 3) the CO must approve the requests. Consecutive temporary full-time situational telework may only be approved for a maximum period of up to one year, and the contractor will be required to revert to the work arrangement authorized by their contract (as derived from the solicitation), and return to the post country as applicable, once the special situation has ended as required by USAID.

##### **A. Up to 90 Consecutive Calendar Days**

Temporary telework arrangements up to a duration of 90 calendar days within a 12-month period may be used in conjunction with accrued leave (e.g., annual or sick leave) and leave without pay (LWOP).

U.S.-based USPSCs on temporary full-time situational telework up to 90 consecutive calendar days do not require a change in the locality rate of the official USAID worksite; the alternative worksite locality rate does not apply. However, the contractor is required to record all telework days in addition to their scheduled telework days as "situational" telework when reporting their time and attendance for the pay period.

## **B. More than 90 Consecutive Calendar Days and up to One Year**

PSCs approved for temporary full-time situational telework exceeding 90 consecutive calendar days must submit a temporary “Remote Work” agreement in the [USAID automated system](#) to cover the period of time the contractor is in temporary full-time telework status.

U.S.-based USPSCs on temporary full-time situational telework for more than 90 consecutive calendar days require a contract modification to indicate the locality pay of the location where the PSC is performing the approved temporary telework. For example, if the alternate worksite is outside the Washington-Baltimore -Arlington, DC-MD-VA- WV-PA locality pay area of the official USAID worksite, the supervisor and USPSC must ensure that the locality pay rate is accurate from the date when work at the alternate worksite was approved to begin. If the alternate worksite has a lower locality pay than the Washington-Baltimore-Arlington area, the USPSC will be indebted to the Federal Government for overpayment of locality pay if the alternate worksite is not changed in a timely manner.

For this temporary situational telework status exceeding 90 calendar days, certain situations may involve a material change to the contract that would trigger the CICA concerns for remote work described above. Consultation with the cognizant RLO and GC A&A is necessary regarding each specific situation to determine if a J&A is needed.

## **C. Telework Outside the Country of the Official USAID Worksite**

For abroad-based USPSCs and non-LCP TCNPSCs, if the special situation requires the contractor to work from outside the country of the official USAID worksite (i.e., the contractual post) such as the United States for a USPSC, or the home country of record for a TCNPSC, the supervisor and the CO must review these requests on a case-by-case basis. Factors that may affect the approval of these requests include, but are not limited to, approval for emergency or irregular travel in accordance with the terms and conditions of their contract, the PSC’s hiring authority (see **Section III.E.1.b.**), duration of proposed telework arrangement, safety and security concerns, proximity of the proposed alternative worksite to the official USAID worksite, and local or third country labor laws that may affect the acceptability of certain telework or remote work arrangements abroad.

## **D. Mandatory Training and Telework Agreement**

When approved for temporary full-time situational telework, the contractor must complete the mandatory telework training (if not already completed) and submit a revised telework agreement (or a new one, if the PSC does not yet have an approved agreement) in the [USAID automated system](#) for the period of time the contractor is teleworking full-time. Once the contractor has returned to their originally approved work arrangement, they must update their telework agreement in the [USAID automated system](#).

## **E. Examples of when temporary full-time situational telework may be authorized** (This list is not all-inclusive.)

1. **Family and Emergency Situations:** A contractor may request temporary telework due to an unforeseen family or personal emergency that arises and requires attention away from the official USAID worksite for a temporary period.
2. **Medical Needs:** Due to a medical condition, a personal services contractor may seek temporary telework. In the event a [reasonable accommodation](#) is needed due to a medical condition, the contractor must contact OCR at [reasonableaccommodations@usaid.gov](mailto:reasonableaccommodations@usaid.gov) for guidance.
3. **Pregnancy and Return to Work:** Pre- and post-natal situations may result in a medical directive to remain at home. In the event a [reasonable accommodation](#) is needed due to health issues related to a pregnancy, the contractor must contact OCR at [reasonableaccommodations@usaid.gov](mailto:reasonableaccommodations@usaid.gov) for guidance.
4. **Emergency Medical Evacuation (MEDEVAC):** Temporary telework arrangements can accommodate emergency MEDEVAC from USAID Missions, under the “Travel and Transportation Expenses” contract clause, to ensure personal services contractors continue to carry out their duties.
5. **Authorized Departure/Ordered Departure:** Temporary telework arrangements can be used to provide flexibility in the event of an authorized or ordered departure initiated by a USAID Mission.
6. **Safety and Security Concerns:** Temporary telework arrangements can be used to address safety and security concerns for the contractor.

## V. OTHER TELEWORK AND REMOTE WORK MATTERS

### A. Hours of Duty

Personal services contractors must maintain hours of duty consistent with the Agency's policy on work schedules and in accordance with their contract's terms and conditions (including the relevant clause). When teleworking or remote working, the contractor must be present at their approved alternative worksite during their scheduled hours of duty unless another temporary location has been agreed to by the contractor and the supervisor. With supervisor approval, contractors may modify certain aspects of their approved work schedule while in a telework or remote work status (e.g., begin and end the workday earlier than on those days when they would commute). USPSCs and TCNPSCs serving abroad must follow the official workday and hours established by the Mission unless an exception is approved in accordance with the Mission's procedures.

Unless on approved leave, contractors teleworking or remote working must perform their contractual duties and be readily accessible by the communications tools (e.g., telephone, email, etc.) required by their supervisor during their scheduled hours of duty.

Personal services contractors who are teleworking or remote working may not work overtime without advance approval from their supervisor.

Participation in telework/remote work and alternative work schedules (AWS) are not mutually exclusive, as they are different workplace flexibility arrangements; concurrent use is permissible and encouraged when compatible with Mission requirements, Agency policies, and individual contractor performance.

## **B. Pay, Compensation and Locality Pay**

### **1. Remote Work**

For U.S.-based USPSCs authorized to remote work, the CO must base the contractor's compensation on the General Schedule (GS) with Locality Pay for the approved alternative worksite, which may be lower or higher than the locality pay for the official USAID worksite. Locality pay does not apply to USPSCs performing overseas.

For U.S.-based USPSCs designated as remote work, the selected offeror must inform the CO of the proposed alternative worksite for the CO to calculate the appropriate locality pay in the contract budget. **Section III.G**, paragraph 4 contains additional information when initiating or changing the approved alternative worksite.

For abroad-based USPSCs, or non-LCP TCNPSCs, authorized for remote work, the approved alternative worksite will determine the allowances and differentials applicable to the country of the place of performance within the terms of the contract.

### **2. Telework**

For U.S.-based USPSCs designated as telework, the CO must base the contractor's compensation on the locality pay for the official USAID worksite.

For abroad-based USPSCs, or non-LCP TCNPSCs, authorized for telework, U.S. locality pay does not apply; however the official USAID worksite will determine the allowances and differentials applicable to the country of the place of performance within the terms of the contract.

## **C. Worker's Compensation**

Personal services contractors are covered by the [Federal Employees' Compensation Act](#) when injured or suffering from work-related illnesses while conducting official government business at the alternative worksite. USAID's potential exposure to liability is restricted to the designated alternative worksite. Personal services contractors may qualify for payment for continuation of pay or worker's compensation for an on-the-job injury or occupational illness that occurs at the approved alternative worksite and work hours (see the "Insurance" clause of the contract and [ADS 442, The Workers' Compensation Program](#)).

When injured while working at an alternative worksite, the personal services contractor must follow the same procedures used at the official USAID worksite. The injured personal services contractor must notify their supervisor immediately and complete the applicable [Office of Workers' Compensation Programs \(OWCP\) forms](#).

## **D. Leave**

Leave requests for personal services contractors who telework or remote work must be made in the same manner as they would be for contractors not engaged in telework or remote work. A contractor must comply with the relevant clause in their contract. Similar to when a contractor is at the official USAID worksite, a contractor may request leave for a portion of their telework or remote workday, subject to supervisor approval.

## **E. Time and Attendance**

Personal services contractors and supervisors are responsible for accurate time and attendance reporting, as described in [ADS 626, Payroll and Time and Attendance Transactions](#). Contractors in a telework or remote work status must record their work hours each pay period using the appropriate work arrangement code in the Agency's automated time and attendance system, for example:

- Regular Duty (time physically present at the official USAID worksite)
- Telework - Situational/Unscheduled
- Telework - Regular/Recurring
- Remote Work

When a contractor is authorized to do temporary full-time situational telework in addition to the times approved in their telework agreement, such temporary telework should be recorded as Telework-Situational/Unscheduled.

For Regular/Recurring telework days, the contractor and their supervisor must agree to the work schedule, which may be a routine schedule or vary, based on the duties and responsibilities of the position.

Supervisors must have reasonable assurance that contractors are working when scheduled. This can be accomplished by determining the reasonableness of the work output for the time reported or by logging in and out each day via telephone or email.

## **F. Alternative Worksite Workspace and Government Furnished Equipment (GFE)**

Alternative Worksite Workspace Telework and Remote Work Program contractors should designate a specific workspace at their alternative worksite for use in performance of their duties. Telework or remote work participants must self-certify that their alternative worksite meets the required safety requirements, as part of the Telework/Remote Work Agreement.

No costs will be reimbursed to the contractor relating to the alternative worksite. USAID will not approve telework or remote work requests that involve payment of costs related to the alternative worksite or a contractor's change of alternative worksite, transportation of household effects, or housing or living quarters allowance.

1. Personal services contractors participating in telework or remote work are encouraged to designate a specific workspace at their alternative worksite for

use in performance of their duties. Contractors who telework or remote work may be asked to engage in “hoteling” or sharing office space when they are present at the official USAID worksite.

2. Personal services contractors that are issued government-furnished laptops for use in *unrestricted space* may take those laptops to approved alternative worksites. Government-furnished network enterprise laptops (GF-NEL) issued in *restricted space* must always be connected to an Agency network. These GF-NEL devices must not be removed from the designated restricted space unless the Bureau for Management, Office of the Chief Information Officer (M/CIO) and the Office of Security (SEC) approved a waiver (see [ADS 552, Cyber Security for National Security Information \(NSI\) Systems](#) and [ADS 568, National Security Information Program](#)). The B/IO may agree to provide the contractor with other necessary office supplies within budgetary constraints.
3. Under some circumstances, the Agency may be obligated to provide some assistive devices for a contractor’s use while in a telework or remote work status as a reasonable accommodation. These determinations are made on a case-by-case basis as part of the reasonable accommodation approval process.
4. The contractor must agree to protect and not misuse or abuse any Agency-owned or government-owned equipment and to use the equipment only for official purposes.
5. Under [31 U.S.C. 1348](#), reimbursement of long distance (domestic and international) telephone expenses are allowed, if incurred as a result of official duties. The contractor’s supervisor must complete and approve [SF-1164, Claim for Reimbursement for Expenditures on Official Business](#), with a copy of the telephone charges.
6. The Agency is not responsible for any other incidental costs (for example, utilities) associated with the use of the contractor’s residence or alternative worksite, unless otherwise approved, as part of a reasonable accommodation.
7. The contractor is responsible for repair and maintenance of any personal equipment they use.

#### **G. Security and Safeguarding of Government Information**

Personal services contractors are prohibited under any circumstances from taking any classified information from the official USAID worksite. In addition, electronic data files with SBU information that contain PII must not be transferred outside the Agency’s network.

USAID security policies do not change and are enforced at the same rigorous level when contractors telework or remote work as when they are at the official worksite. Contractors must comply with current standards for remote operations from alternative worksites. Contractors who telework or remote work are required to keep USG property and information safe, secure, and separated from their personal property and

information (see [ADS 545, Information Systems Security](#) and [ADS 568, National Security Information Program](#)).

When contractors use their personal devices in performing official duties while teleworking or remote working, they are using them at their own risk. In the event of a classified spillage event, M/CIO conducts a forensic review of the contractor's personal electronic device, which may result in wiping all data and software stored on personal electronic devices (up to and including wiping a complete device in cases of classified spillage or destruction of the personal electronic device).

#### **H. Agency/Mission Continuity of Operations (COOP) Plan**

During a COOP activation or deployment, the COOP plan supersedes this policy and the provisions of the telework and remote work agreement. In the event of an emergency or crisis situation, contractors with mission-critical or emergency essential duties, as well as those designated as Emergency Relocation Group (ERG) members, may be required to telework in the case of a COOP event. All ERG members are required to have at least an approved situational telework agreement. This requirement cannot be waived. In the event of an emergency situation, regardless of weather conditions or any other public announcements of dismissal or suspension of activities, ERG members must adhere to the procedures, as outlined in the COOP Plan. Contracting Officers should refer to their Mission-specific Emergency Action Plan (EAP), as well as [ADS Chapter 530, Emergency Planning Overseas](#) and [ADS Chapter 531, Continuity of Operations\(COOP\) Program](#).

#### **I. Domestic Government-wide Dismissal and Closure Procedures**

For U.S.-based USPSCs, Agency Notices provide directions on USAID's operating status in each instance of an early departure, emergency closure, delayed arrival, or the option for unscheduled leave or unscheduled telework. USPSCs are treated in the same manner as direct hire employees in all these situations, in accordance with the relevant clause of the contract.

Contractors with approved telework or remote work agreements are not eligible for Weather and Safety Leave (WSL), unless there are extenuating circumstances preventing them from working from their alternative worksites. The final decision to approve WSL rests with the supervisor and is based upon several factors, such as the nature of the contractor's interactions with the worksite affected by the dismissal or closure; the nature and severity of the emergency situation; the duration of the situation; and other circumstances that are common or unique to a given emergency (e.g., power outages, travel delays).

#### **J. Travel, Transportation, and Relocation Cost**

1. For U.S.-based USPSCs with Telework Approved: A telework approved contractor is eligible for the Agency's transit benefits and subsidized parking programs, per [ADS 514, Parking Program Administration](#), and [ADS 515, Transit Benefits Program](#).



2. For U.S.-based USPSCs with Remote Work Approved: The contractor is not eligible for any transit benefits for non-required travel. If a PSC is required to travel to a USAID worksite, travel costs associated with reporting to the USAID worksite may be covered by the B/IO for which they provide services based on the “local commuting area”, as USAID defines for its U.S. direct hire employees.
  - A remote work contractor in the local commuting area must file an [SF 1164](#) for reimbursement for authorized travel costs, following their respective B/IOs internal guidelines and process for budgeting and vouchering of costs.
  - A remote work contractor traveling from outside the local commuting area must be approved for TDY travel in a separate Travel Authorization for such travel costs (see [ADS 522, Performance of TDY Travel in the U.S. and Abroad](#)).
  - If a remote work contractor is required to report to a different official or Agency worksite than their official USAID worksite, the B/IO is responsible for the contractor’s travel expenses on the same basis as would apply to a USAID direct hire employee.
3. Relocation Cost: USAID incurs no relocation expenses relating to a PSC voluntarily relocating while under contract with USAID, upon approval of a remote work arrangement. A contractor who voluntarily relocates after receiving approval for a remote work arrangement is responsible for all costs to relocate back to the commuting area, if the contractor’s position designation changes to require their presence in the office on a regular basis, such as a change from remote work eligible to telework eligible.

#### **K. Temporary Duty**

Telework or remote work arrangements are suspended during the applicable days of the contractor’s scheduled TDY. Work during TDY does not meet the definition of telework or remote work because it normally does not occur at a site that is identified in an approved telework or remote work agreement.

#### **L. Reasonable Accommodations**

Telework or remote work may be granted as a reasonable accommodation, in accordance with the terms and conditions of the contract, to enable a qualified personal services contractor with a disability to perform the essential functions of the job. The Office of Civil Rights, Disability Employment Division, Reasonable Accommodation (OCR/DE/RA) Program will work with Agency management to ensure determinations for telework and remote work arrangements, as an accommodation for a disability, are made in accordance with the provisions of the [Rehabilitation Act of 1973](#), the [Americans with Disabilities Act Amendments Act of 2008](#), implementing EEOC regulations at [29 CFR 1630](#), and [ADS 111, Procedures for Providing Reasonable Accommodation](#). For further guidance on the use of telework or remote work arrangements as a form of reasonable accommodation, see [OCR’s Disability](#)

[Resource Center](#) and [EEOC's Fact Sheet "Work at Home/Telework as a Reasonable Accommodation"](#).

### M. Records Management

Teleworking or remote working contractors have the same responsibility for managing records generated or received as if they are working at their official USAID worksite. Electronic records must be destroyed in accordance with the USAID Electronic Records Disposition Schedule approved by the National Archives and Records Administration (see [ADS 502, The USAID Records Management Program](#)).

## VI. DEFINITIONS

- “PSC”, “USPSC,” “CCNPSC,” “TCNPSC,” and “contractor” are defined in [ADS 309.6](#).
- “Place of performance” refers to the “official USAID worksite,” which is the location of the B/IO or Mission for which the PSC is performing the work.
- “Official USAID worksite” refers to the location where the contractor performs on-site work.
- “Alternative worksite” refers to a location where the contractor may telework or remote work, in accordance with the approved telework or remote work agreement, and as designated in the PSC award. Some illustrative examples are:
  - For a U.S.-based USPSC with *telework* authorized: the place of performance may be Washington, D.C. (e.g., the official USAID worksite at the Ronald Reagan Building [RRB]), where the contractor will perform services on-site for a certain number of days per pay period and perform the remaining days at an alternative worksite (e.g., the contractor’s residence).
  - For a U.S.-based USPSC with *remote work* authorized: the place of performance may be Washington, D.C. (e.g., the official USAID worksite at the RRB), with an approved alternative worksite (e.g., the contractor’s residence, within or outside the locality pay area of the official USAID worksite within the United States) from where the contractor is authorized to work 10 days per pay period. The contractor is not required to physically report to the official USAID worksite on a regular or recurring basis. However, USAID may require the contractor to report to the official USAID worksite when requested by the supervisor, B/IO, or Mission leadership.
- “United States” or “U.S.” refers to how this term is defined, along with “Outlying Areas,” in accordance with the Federal Acquisition Regulations (FAR) as follows:
  - The 50 States;
  - The District of Columbia;
  - The commonwealths of Puerto Rico and the Northern Mariana Islands;

- The territories of American Samoa, Guam, and the United States Virgin Islands; and
- The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

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