



Request for Personal Services Contractor

United States Agency for International Development Bureau for Democracy, Conflict and Humanitarian Assistance Office of Food for Peace

Position Title: Program Operations Specialist/Senior Program Operations Specialist
Solicitation Number: 72DFFP19R00012
Salary Level: GS-11 Equivalent: \$69,581 - \$90,461
GS-12 Equivalent: \$83,398 - \$108,422
GS-13 Equivalent: \$99,172 - \$128,920

Issuance Date: April 25, 2019
Closing Date: May 16, 2019
Closing Time: 4:00 P.M. Eastern Time

Dear Prospective Offerors:

The United States Government (USG), represented by the U.S. Agency for International Development's (USAID) Office of Food for Peace (FFP), is seeking offers from qualified U.S. citizens to provide personal services as Program Operations Specialist/Senior Program Operations Specialist under a United States Personal Services Contract (USPSC), as described in the attached solicitation.

Submittals must be in accordance with the attached information at the place and time specified. Offerors interested in applying for this position **MUST** submit the following materials:

1. Complete resume. In order to fully evaluate your offer, your resume must include:
(See sample resume on www.ffpjobs.com website)

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all field experience must also be detailed. **Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone/email) of your current and/or previous supervisor(s). Current and/or previous supervisor(s) may be contacted for a reference.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards, or accomplishments.
- (e) U.S. Citizenship.

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Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

- 2. Responses to the Quality Ranking Factors (QRF):** Each offeror's supplemental document must address the QRFs shown in the solicitation.
- 3. USPSC Application form AID 309-2:** Offerors are required to complete sections A through I. This form must be physically signed and scanned. **Electronic signatures will not be accepted.**

All USPSCs with a place of performance in the United States are required to have a Data Universal Numbering System (DUNS) number and be registered in the System for Award Management (SAM) database prior to receiving an offer. You will be disqualified if you either fail to comply with this requirement or if your name appears on the excluded parties list. Registration information is available at www.sam.gov and further guidance will be provided to the selectee regarding DUNS and SAM registration.

The submission of additional documents submitted will not be accepted. Incomplete or late offers will not be considered. FFP reserves the right to select additional candidates if vacancies become available during future phases of the selection process.

Offerors can expect to receive a confirmation email when offer materials have been received. Offerors should retain for their records copies of all enclosures which accompany their offers. Your complete resume, signed and scanned AID 309-2 form, and the supplemental document addressing the QRFs must be emailed to:

FFP PSC Recruitment Team

E-Mail Address: ffp_pscrecruitment@usaid.gov

Any questions on this solicitation may be directed to FFP PSC Recruitment Team via the information provided above. Further guidance on applying, including a sample resume, can be found at www.ffpjobs.com.

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offer.

Sincerely,

/s/

Patrice Lee

Contracting Officer

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SOLICITATION NO.: 72DFFP19R00012

1. ISSUANCE DATE: April 25, 2019

2. CLOSING DATE/TIME FOR RECEIPT OF OFFERS:

May 16, 2019, 4:00 P.M. Eastern Time

3. POSITION TITLE: Program Operations Specialist/Senior Program Operations Specialist

4. MARKET VALUE: This position has been designated as a tandem position that, depending on the qualifications of the candidate, can be filled at either the GS-11 (\$69,581 - \$90,461), GS-12 (\$83,398 - \$108,422), or GS-13 (\$99,172 - \$128,920) equivalent level, including Washington, D.C. locality pay. Final Grade will be determined by the candidate's established work history, qualifications, and education. Final compensation will be negotiated within the listed market value of the GS-11, GS-12, or GS-13 equivalent level based upon the candidate's established salary history. USAID FFP reserves the right to place the offeror at the Grade level for which he/she is found qualified during the selection process. Candidates who live outside the Washington, D.C. area will be considered for employment but relocation expenses will not be reimbursed. **Salaries over and above the top of the pay range will not be entertained or negotiated.**

NOTE CONCERNING MARKET VALUE: The offeror(s) chosen for the position will be recommended for hire at either the GS-11, GS-12, or GS-13 level commensurate with his/her overall experience, training, and qualifications as determined by the FFP Selection Committee.

5. PERIOD OF PERFORMANCE: Two (2) years, with three (3) one-year options

6. PLACE OF PERFORMANCE: Washington, D.C., with possible overseas and domestic travel

7. SECURITY LEVEL REQUIRED: Secret level security clearance

8. STATEMENT OF WORK:

BACKGROUND

USAID's Office of Food for Peace (FFP) predicts, prevents, and responds to hunger overseas. Through its emergency food assistance activities, FFP saves lives, reduces suffering, and supports the early recovery of people affected by conflict and natural disaster emergencies, including refugees.

FFP also addresses the root causes of food insecurity and helps individuals and communities withstand future crises and lay the foundation for stable, inclusive growth. FFP development activities help chronically food insecure populations reduce their long-term need for food

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assistance by helping communities improve access to food for their most vulnerable people, especially women and children.

FFP works closely with other parts of USAID, especially the Bureau for Food Security, which plays a key role in implementing the U.S. Government's Feed the Future initiative, and the Office of U.S. Foreign Disaster Assistance (OFDA), which leads on disaster response around the world. FFP employs a staff of over 100 in Washington and also has officers posted abroad.

More information on FFP is available at: <https://www.usaid.gov/food-assistance>.

INTRODUCTION

The incumbent is assigned to FFP's Program Operations Division (POD), which is responsible for commodity procurement and management, logistics, and programmatic budget reviews for the office. The Program Operations Specialist/Senior Program Operations Specialist is primarily responsible for program cost estimates and supply chain management of in-kind food aid.

The incumbent demonstrates the ability to perform analytical work associated with operational and program activities. The necessary analytical skills require the ability to prepare supply chain tracking and briefing materials, write reports, and understand pertinent statistical, accounting, budget, and informational technology principles in order to establish, review, and administer commodity and transportation procurements for the World Food Program (WFP), other Public International Organizations (PIOs), Private Voluntary Organizations (PVOs), and cooperatives.

The incumbent coordinates with other FFP Divisions, FFP senior management, the Office of Acquisition and Assistance's Transportation Division, other relevant stakeholders. The incumbent represents the POD on multi-functional teams with responsibility primarily for program cost estimates and supply chain management of emergency food aid.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY:

Under the direct supervision of the Program Operations Team Lead or his/her designee, the Program Operations Specialist will perform the following duties:

At the GS-11 Equivalent Level:

- Assist with commodity and ocean freight procurement;
- Assist with calculating estimates on the total cost of proposed contributions;
- Review program budgets, logistics plans, and award documentation;
- Assist with pre-positioning inventory coordination and oversight;
- Assess and ensure compliance with host country import requirements;

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- Address commodity packaging and marketing issues;
- Provide guidance to FFP staff on operational procedures; and
- Provide support to FFP staff and stakeholders on relevant IT systems.

At the GS-12 Equivalent Level:

- Assist with commodity and ocean freight procurement;
- Calculate estimates on the total cost of proposed contributions;
- Review program budgets, logistics plans and award documentation;
- Pre-positioning inventory coordination and oversight;
- Assess and ensure compliance with host country import requirements;
- Address commodity packaging and markings issues;
- Provide guidance to FFP staff on operational procedures;
- Provide support to FFP staff and stakeholders on relevant IT systems; and
- Represent FFP on operational issues and coordinating with stakeholders.

In addition to the duties performed at the GS-12 equivalent level, the GS-13 Senior Program Operations Specialist will also perform the following duties:

At the GS-13 Equivalent Level:

1) Cost Estimates

- Provide financial analysis for food aid programs, recommending appropriate levels of commodities based on commodity and transport prices;
- Develop, regularly update, and communicate commodity price estimates;
- Review program budgets for appropriate use of Title II-specific funding categories; and
- Provide financial management technical assistance to WFP and PVOs based on commodity price and transport estimates and appropriate use of Title II-specific funding categories.

2) Food Aid Supply Chain Management

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- Manage the emergency food aid prepositioning process, to include overseeing facilities, allocating commodities from facilities to programs, and restocking facilities;
- Coordinate with inter- and intra-agency colleagues to manage and oversee the procurement of emergency food aid, including expedited procurement and the diversion of vessels to meet emergency food aid needs. Uses web-based IT procurement system to procure commodities;
- Ensure commodity procurements are accomplished and that commodity quality and safety problems are identified and resolved;
- Advise managers on commodity procurement matters; and
- Serve as an expert in analyzing the impact of existing or proposed procurement standards, regulations, and policies. Implement changes of existing policies and procedures relating to commodity procurement and quality assurance and keeping abreast of new policies and procedures.

Supervisory Controls:

At the GS-11 equivalent level, the incumbent works under the direct supervision of the Program Operations Team Leader. The supervisor sets the overall objectives and resources available, and works with the incumbent to develop deadlines. The incumbent is responsible for carrying out assignments and consulting with the supervisor on policy interpretations. Work is evaluated based on technical soundness and effectiveness in meeting work objectives.

At the GS-12 equivalent level, the incumbent works under the supervision of the Program Operations Team Leader. The Program Operations Team Leader sets the overall objectives while the incumbent has limited independence in defining and carrying out duties, prioritizing overall objectives and managing available resources. The incumbent will consult with the supervisor to develop deadlines, projects, and work to be completed. The incumbent should consult the Team Leader when planning and carrying out assignments and seek assistance from the Team Leader to resolve conflicts.

At the GS-13 equivalent level, the incumbent works under the supervision of the Program Operations Team Leader and Division Chief. The Program Operations Team Leader sets the overall objectives while the incumbent exercises independence and initiative in defining and carrying out duties, prioritizing overall objectives and managing available resources. The incumbent will consult with the supervisor to develop deadlines, projects, and work to be completed. The incumbent is responsible for independently planning and carrying out assignments and resolving most conflicts. With input from the Team Leader, the incumbent interprets policy in terms of established objectives. The incumbent keeps his/her supervisor informed of progress in the achievement of objectives and potentially controversial matters. Completed work is reviewed only in terms of overall feasibility, compatibility with other work, and effectiveness in meeting requirements.

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Guidelines:

At the GS-11 and GS-12 and GS-13 equivalent levels, pertinent sources of information consist of the Title II laws, the Food for Peace Act, the Foreign Assistance Act, other legislative initiatives, FFP issued guidelines, information bulletins, and USAID Agency and DCHA Bureau rules and regulations.

At the GS-11 equivalent level, guidelines are available, subject to interpretation in light of policies and precedents based on guidance from the supervisor. The incumbent has limited leeway for the development of new methods or practices; subject to supervisor approval.

At the GS-12 equivalent level, guidelines are available, but are subject to interpretation in light of policies and precedents based on guidance from the supervisor. The incumbent exercises judgment to determine the application of current legislative provisions and executive policies to assigned responsibilities. The incumbent is expected to identify inefficiencies or inconsistencies that serve as barriers to the accomplishment of assigned tasks and report them to the Team Leader.

At the GS-13 equivalent level, the incumbent uses initiative and resourcefulness in developing new methods and proposed policy changes. The incumbent exercises judgment in applying legislative provisions and FFP policies to assigned responsibilities. Administrative policies and precedents are applicable, but are stated in general terms (i.e. Agency policy). Guidelines are scarce or of limited use.

Complexity:

At the GS-11 level, duties will be varied, requiring many different and unrelated processes and methods. Actions to be taken depend on assessments of unusual or challenging circumstances and incomplete or conflicting data, requiring decisions on interpretations of considerable and complex data, planning of the work, or refinement of the methods to be used.

At the GS-12 level, duties vary and require different processes, methods, and substantial depth of analysis. The incumbent makes procurement and supply chain management decisions that involve major areas of uncertainty in approach, methodology, and the interpretation and evaluation of processes.

At the GS-13 level, the incumbent serves as an expert in analyzing the impact of existing or proposed procurement standards, regulations, and policies. The incumbent is also responsible for keeping abreast of changes to existing policies and procedures relating to commodity procurement and quality assurance. Duties are significantly varied and require many different unrelated processes and methods that are applied to a broad range of problems/situations that require a substantial depth of analysis. The incumbent is responsible for originating new techniques, establishing criteria, and developing new information.

Scope and Effect:

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At the GS-11 equivalent level, the scope includes establishing criteria, formulating projects, assessing program effectiveness, or analyzing a variety of unusual conditions, problems, or questions.

At the GS-12 equivalent level, work typically includes conducting evaluations to: (1) determine the feasibility of FFP's various and advanced approaches used to define concepts and criteria for future programs; and (2) to make recommendations on how to resolve major controversial problems in current programs.

At the GS-13 equivalent level, work includes providing technical assistance to WFP and PVOs on financial and commodity management issues affecting the implementation of country programs. Typically, work requires performing analytical and evaluative work critical to the development and implementation of activities. The incumbent has primary responsibility for managing the emergency food aid supply chain and the repositioning process, including overseeing facilities.

The incumbent provides technical input on program proposals and budgets. The incumbent establishes, reviews, and administers emergency commodity transportation accounts with WFP and PVOs. The incumbent advises FFP senior leadership on key program issues.

Personal Contacts:

At the GS-11 equivalent level, personal contacts are with individuals or groups within USAID in a moderately unstructured setting. Personal contacts include Country Backstop Officers (CBOs), other FFP divisions, and the Office of Acquisition and Assistance (OAA).

At the GS-12 equivalent level, contacts are with individuals or groups inside of USAID in a moderately unstructured setting. The incumbent provides technical guidance to a broad range of internal and external actors, including CBOs, OAA, the United States Department of Agriculture (USDA), WFP and PVOs.

At the GS-13 level, contacts are with individuals or groups outside of USAID in a moderately unstructured setting. The incumbent provides technical guidance to a broad range of internal and external actors, including other FFP divisions, FFP senior management, OAA, USDA, WFP, and PVOs. The incumbent represents the Program Operations Division on multi-functional teams to assess and develop program activities.

Purpose of Contacts:

At the GS-11 equivalent level, the purpose of contacts is to plan, coordinate, advise on work efforts or assist in resolving operating problems.

At the GS-12 equivalent level, the incumbent must be skillful in determining the appropriate approach in negotiating and persuading others. The incumbent must establish rapport with PVOs, PIOs, supplies, vendors, freight forwarders, and USAID's Office of Transportation in order to gain and relay information.

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At the GS-13 equivalent level, the purpose of contact is to influence/motivate people or groups to reach a consensus on the resolution of issues at high levels, both inside and outside the Agency and to aid in the negotiation of prices and terms with other USAID offices, USDA, suppliers, vendors, and freight forwarders. The incumbent must establish rapport with these stakeholders, PVOs, and PIOs in order to gain and relay information with decision makers.

10. WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Work is primarily performed in an office setting. During short-term travel for FFP, 30 days or less in a calendar year, the work may additionally involve special safety and/or security precautions, wearing of protective gear, and exposure to severe weather conditions. The work is generally sedentary and does not pose undue physical demands.

The requirement for field trip assignments to consult with cooperating sponsor managers of food assistance programs may expose the successful candidate to additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

11. START DATE: Immediately, once necessary clearances are obtained.

12. POINT OF CONTACT: See Cover Letter.

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MINIMUM REQUIREMENTS FOR THIS POSITION**

EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

(Determines basic eligibility for the position. Offerors who do not meet all of the education and experience factors are considered NOT qualified for the position.)

At the GS-11 Equivalent Level:

A Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least three (3) years of progressively responsible experience in humanitarian assistance and/or international development.

OR

A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least two (2) years of progressively responsible experience in humanitarian assistance and/or international development.

AND

Intermediate level computer skills and experience using web-based IT systems.

At the GS-12 Equivalent Level:

A Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least five (5) years of progressively responsible experience in humanitarian assistance and/or international development.

OR

A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least four (4) years of progressively responsible experience in humanitarian assistance and/or international development.

AND

Intermediate level computer skills and experience using web-based IT systems.

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At the GS-13 Equivalent Level:

A Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least seven (7) years of progressively responsible experience in humanitarian assistance and/or international development.

OR

A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, agriculture, human nutrition, agricultural economics, international development, or other related field. The incumbent will have a total of at least six (6) years of progressively responsible experience in humanitarian assistance and/or international development.

AND

Intermediate level computer skills and experience using web-based IT systems.

SELECTION FACTORS

(Determines basic eligibility for the position. Offerors who do not meet all of the selection factors are considered NOT qualified for the position.)

- Offeror is a U.S. Citizen;
- Submission of a current resume, with complete contact information. See cover page for resume requirements;
- Supplemental document specifically addressing the QRFs;
- USPSC Application form AID 309-2. Offerors are required to complete sections A through I. This form must be physically signed and scanned. **Electronic signatures will not be accepted;**
- Ability to obtain and maintain a Secret level clearance up to Top Secret/Sensitive Compartmented Information level clearance within a nine month period after offer acceptance;
- Ability to obtain physician's statement of physical fitness within a one month period after offer acceptance;
- Must not appear as an excluded party in the System for Award Management (SAM.gov); and
- Satisfactory verification of academic credentials.

Offerors not meeting minimum qualifications will not be evaluated further.

QUALITY RANKING FACTORS (QRFs)

Offerors who meet the Education/Experience requirements and Selection Factors will be further evaluated based on the QRFs listed below. In 500 words or less, the offeror will address each factor on a separate sheet describing specifically and accurately the experience, training, and/or

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education they have that is relevant to each factor. Please provide a word count after each response. Offerors must be sure to include their name and the announcement number at the top of each additional page.

- QRF 1. Demonstrated experience with pertinent statistical, accounting, and budget principles to accurately review and analyze financial information and budgets, in 500 words or less. (20 points)
- QRF 2. Demonstrated capacity to communicate effectively both orally and in writing, in 500 words or less. (15 points)
- QRF 3. Experience in logistics, operations, or supply chain management, in 500 words or less. (20 points)
- QRF 4. Experience working internationally, either through overseas assignments or through U.S. based assignments that required frequent international travel or liaison with organizations working overseas, in 500 words or less. (15 points)

Total Possible QRF Points: 70 points

Total Possible Interview Points: 30 points

Satisfactory Professional Reference Checks: Pass/Fail

Total Possible Points: 100

BASIS OF RATING: Offerors who meet the Education/Experience requirements and Selection Factors will be further evaluated based on scoring of the QRF responses. Those offerors determined to be competitively ranked will be evaluated on interview performance and satisfactory professional reference checks.

Failure to address the selection factors and/or QRFs may result in not receiving credit for all pertinent experience, education, and/or training.

The most qualified candidates will be interviewed. Professional references and academic credentials will be evaluated for offerors being considered for selection. FFP will not pay for any expenses associated with the interviews. FFP reserves the right to select additional candidates to fill possible future vacant positions.

NOTE: Please be advised that references may be obtained independently from other sources in addition to the ones provided by an offeror.

NOTE: If the full security application package is not submitted within 30 days after the Office of Security determines eligibility, the offer may be rescinded. If a Secret security clearance is not obtained within nine months after offer acceptance, the offer may be rescinded.

NOTE: If a physician's statement of physical fitness is not obtained within one month of offer acceptance, the offer may be rescinded.

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DOCUMENT SUBMITTALS:

Where and How to Apply

Offers must be **received** by the closing date and time at the address specified in the cover letter.

Offerors are **required** to submit:

- 1. Complete, current resume.** See cover page for resume requirements.
- 2. Supplemental document specifically addressing the QRFs** shown in the solicitation.
- 3. USPSC Application form AID 309-2.** Offerors are required to complete sections A through I. This form must be physically signed and scanned. **Electronic signatures will not be accepted.**

Additional documents submitted will not be accepted.

By submitting your offer materials, you certify that all of the information on and attached to the offer is true, correct, complete, and made in good faith. You agree to allow all information on and attached to the offer to be investigated.

False or fraudulent information on or attached to your offer may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

To ensure consideration of offers for the intended position, please reference the solicitation number and the position you are applying for on your offer, and as the subject line in any email.

NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offer.

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS AND THE SYSTEM FOR AWARD MANAGEMENT

All USPSCs with a place of performance in the United States are required to have a Data Universal Numbering System (DUNS) number and be registered in the System for Award Management (SAM) database prior to receiving an offer. You will be disqualified if you either fail to comply with this requirement or if your name appears on the excluded parties list. The selectee will be provided with guidance regarding this registration.

NOTE: Registration for a DUNS number is **FREE**.

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For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System Number at https://www.acquisition.gov/far/current/html/52_200_206.html and FAR 52.204-7, System for Award Management at https://www.acquisition.gov/far/current/html/52_200_206.html or www.sam.gov.

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

LIST OF REQUIRED FORMS FOR PSCs:

Forms outlined below can found at:

<http://www.usaid.gov/forms/> or at <http://www.forms.gov/bgfPortal/main.do>

1. Complete, current resume.
2. Supplemental Document addressing QRFs.
3. USPSC Application Form (AID 309-2).
4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
5. Questionnaire for Non-Sensitive Positions (SF-85).
6. Finger Print Card (FD-258).
7. Employment Eligibility Verification (I-9 Form).

****Forms 4-7 shall be completed ONLY upon the advice of the Contracting Officer that an offeror is the successful candidate for the job.**

CONTRACT INFORMATION BULLETINS (CIBs) and ACQUISITION & ASSISTANCE POLICY DIRECTIVES (AAPDs) PERTAINING TO PSCs

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to <https://www.usaid.gov/work-usaid/aapds-cibs> to determine which CIBs and AAPDs apply to this contract.

AIDAR Appendix D can be found at: <https://www.usaid.gov/ads/policy/300/aidar>

ADS 309 – Personal Services Contracts can be found at:

<https://www.usaid.gov/sites/default/files/documents/1868/309.pdf>

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

AAPD No. 06-10 is hereby incorporated as Attachment 1 to the solicitation.

AAPD 15-02 – Authorization of Family and Medical Leave for U.S. Personal Services Contractors (USPSCs)

AAPD No. 15-02 is hereby incorporated as Attachment 2 to the solicitation.

AAPD 18-02 - Medical Evacuation (MEDEVAC) Services

AAPD No. 18-02 is hereby incorporated as Attachment 3 to the solicitation.

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FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 4 to the solicitation.

BENEFITS/ALLOWANCES/TAXES:

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

BENEFITS

- (a) Employer's FICA Contribution
- (b) Contribution toward Health & Life Insurance
- (c) Pay Comparability Adjustment
- (d) Annual Increase (pending a satisfactory performance evaluation)
- (e) Eligibility for Worker's Compensation
- (f) Annual & Sick Leave

ALLOWANCES (if Applicable) *

The following allowances may be provided for PSCs located in foreign countries using rates prescribed under the Department of State Standardized Regulations (Government Civilian Foreign areas) available at <https://aoprals.state.gov/>:

- (a) Temporary Quarter Subsistence Allowance (Section 120)
- (b) Living Quarters Allowance (Section 130)
- (c) Cost-of-Living Allowance (Chapter 210)
- (d) Post Allowance (Section 220)
- (e) Separate Maintenance Allowance (Section 260)
- (f) Education Allowance (Section 270)
- (g) Education Travel (Section 280)
- (h) Post Differential (Chapter 500)
- (i) Payments during Evacuation/Authorized Departure (Section 600)
- (j) Danger Pay Allowance (Section 650)

TAXES:

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

USAID REGULATIONS, POLICIES AND CONTRACT CLAUSES PERTAINING TO PSCs:

USAID regulations and policies governing USPSC awards are available at these sources:

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1. **USAID Acquisition Regulation (AIDAR), Appendix D**, “Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad,” including **contract clause “General Provisions,”** available at https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf.
2. **Contract Cover Page form AID 309-1** available at <https://www.usaid.gov/forms>.
3. Acquisition and Assistance Policy Directives/Contract Information Bulletins (**AAPDs/CIBs**) for Personal Services Contracts with Individuals available at <http://www.usaid.gov/work-usaid/aapds-cibs>.

[The CO must check <http://www.usaid.gov/work-usaid/aapds-cibs> to determine which AAPDs/CIBs apply and insert the relevant text as required.]

4. **Ethical Conduct.** By the acceptance of a USAID personal services contract as an individual the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the Executive Branch,**” available from the U.S. Office of Government Ethics, in accordance with **General Provision 2 and 5 CFR 2635.** See <https://www.oge.gov/web/oge.nsf/OGE%20Regulations>.

ALL QUALIFIED OFFERORS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POLITICAL AFFILIATION, NON-DISQUALIFYING DISABILITY, MARITAL STATUS, SEXUAL ORIENTATION, AFFILIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-MERIT FACTOR.

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ATTACHMENT 1

MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006) (AAPD06-10)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 (available at <http://www.foia.state.gov/REGS/fams.asp?level=2&id=59&fam=0>). Note: personal services contractors are not eligible to participate in the Federal Employees Health Programs.

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).

(d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:

- (1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;
- (2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and
- (3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation AAPD 06-10 PSC Medical Expense Payment Responsibility 6 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

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insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member.

In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.

(h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent. (i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting AAPD 06-10 PSC Medical Expense Payment Responsibility 7 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).

(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)

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and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

[END PROVISION]

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ATTACHMENT 2

AUTHORIZATION OF FAMILY AND MEDICAL LEAVE FOR U.S. PERSONAL SERVICES CONTRACTORS (USPSCs)

**GP 5. LEAVE AND HOLIDAYS (DEC 2017)
(Pursuant to class deviation #M/OAA-DEV-AIDAR-18-1c)**

(a) Annual Leave.

(1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.

(2) The contractor shall accrue annual leave based on the contractor's time in service according to the following table:

Time in Service	Annual Leave (AL) Accrual Calculation
0 to 3 years	Four hours of leave for each two week period
over 3, and up to 15 years	Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	Eight hours of AL for each two week period

USAID will calculate the contractor's time in service based on all the previous service performed by the contractor as a: 1) USAID PSC (i.e., the contractor has served under any USAID personal services contracts of any duration covered by Sec. 636(a)(3) of the FAA or other statutory provision applicable to USAID); and/or 2) former U.S. Government (USG) direct-hire, under either civilian and/or military service.

(3)

(i) AL is provided under this contract for the purposes of affording necessary rest and recreation during the period of performance. The contractor, in consultation with the USAID Mission or USAID/Washington, as appropriate, shall develop an AL schedule early in the contractor's period of performance, taking into consideration project requirements, employee preference, and other factors. All AL earned by the contractor must be used during the contractor's period of performance. All AL earned by the contractor, but not taken by the end of the contract, will be forfeited. However, to prevent forfeiture of AL, the Contracting Officer may approve the contractor taking AL during the concluding weeks of the contractor's period of performance.

(ii) As an exception to 3(i) above, the contractor may receive a lump-sum payment for leave not taken. To approve this exception, the contractor's supervisor must provide the Contracting Officer with a signed, written Determination and Findings (D&F). The D&F must set out the facts and circumstances that prevented the contractor from taking AL, and the Contracting Officer must find that these facts and circumstances were not caused

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by, or were beyond the control of, the contractor. This leave payment must not exceed the number of days which could be earned by the contractor during a twelve-month period.

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or over the life of the contract, whichever is less. The contractor agrees to reimburse USAID for any outstanding balance of advance AL provided during the contractor's assignment under the contract.

(5) Offerors for PSC positions will provide evidence of their PSC and/or USG direct-hire service - civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the offeror attests to the accuracy of the information provided. Any offeror providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer, the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

(b) Sick Leave.

The contractor may use sick leave on the same basis and for the same purposes as USAID U.S. direct hire employees. Sick leave is earned at a rate not to exceed four (4) hours every two (2) weeks for a total of 13 work-days per year. Unused sick leave may be carried over under an extension or renewal of this contract with the same individual for the same work. Otherwise, sick leave will not be carried over from one post to another or from one contract to another. The contractor will not be compensated for unused sick leave upon completion of this contract.

(c) Home Leave.

(1) Home leave is leave earned for service abroad for use only in the U.S., its commonwealths, possessions and territories.

(2) A USPSC who has served at least two years overseas at the same USAID Mission, under the same contract, as defined in paragraph (c)(4) below, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S. may be granted home leave in accordance with the following:

- (i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days; or
- if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSCs departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

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(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC's home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the contractor will receive home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

(iii) if home leave eligibility is based on (c)(2)(ii) above, the USPSC must submit written verification to the losing Mission at the time home leave is requested that the USPSC has accepted a USAID personal services contract at another USAID Mission following completion of the home leave;

(iv) travel time by the most direct route is authorized in addition to the number of work days authorized for home leave;

(v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.

(vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.

(3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:

(i) Granting of advanced home leave would in each case serve to advance the attainment of the objectives of this contract; and

(ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and

(iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.

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(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.

(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

(6) Home leave must be taken at one time, and to the extent deemed necessary by the Contracting Officer, an USPSC in the U.S., on home leave may be authorized to spend not more than five (5) days in work status for consultation at USAID/Washington before returning to post. Consultation at locations other than USAID/Washington as well as any time in excess of five (5) days spent for consultation must be approved by the Mission Director or the Contracting Officer.

(d) Home Leave for Qualifying Posts (HLQP).

USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of leave in addition to the home leave an USPSC is normally entitled to under the contract in accordance with sub-paragraphs (c)(1) - (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

There is no requirement that an eligible USPSC take this additional leave; it is for optional use by the USPSC. If an eligible USPSC elects to take HLQP, the USPSC must take ten (10) workdays of home leave. If the USPSC is returning to the United States and not returning overseas to the same or different USAID Mission, HLQP will not apply.

This new home leave policy is also extended to qualifying **Third-Country National PSCs (TCNPSCs)** who have an approved exception under AIDAR Appendix J, sec. 4(c)(2)(ii)(B), to apply specific provisions from AIDAR Appendix D, and whose contract includes this General Provision. However, TCNPSCs will be granted "country leave" vice home leave. The application, requirements, and restrictions will be the same as for USPSCs, but the time taken by a TCNPSC will be taken in the TCNPSC's home country or country of recruitment rather than in the United States, its commonwealths and territories.

(e) Holidays and Excused Absences.

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The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

(f) Military Leave.

Military leave of not more than 15 calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces. The contractor must provide advance notice of the pending military leave to the Contracting Officer or the Mission Director as soon as known. A copy of any such notice must be part of the contract file.

(g) Leave Without Pay (LWOP).

LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

(h) Compensatory Time.

Compensatory time leave may be granted only with the written approval of the Contracting Officer or Mission Director in rare instances when it has been determined absolutely essential and used under those guidelines which apply to USAID U.S. direct-hire employees.

(i) Family and Medical Leave (FML)

- (1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave Act of 1993, as amended, and as administered by the Department of Labor under [29 CFR 825](#). USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.
- (2) FML only applies to USPSCs, not any other type of PSC.
- (3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and (ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.
- (4) In accordance with [29 CFR 825.200\(a\)](#) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:
 - (a) The care of the USPSC's newborn child.
 - (b) The care of the USPSC's newly placed adopted or foster care child.
 - (c) The care of the USPSC's spouse, child or parent with a serious health condition.
 - (d) The USPSC's own serious health condition.
 - (e) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
 - (f) Other qualifying exigencies as determined by the Department of Labor.

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- (5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC's supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC's accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.
- (6) FML is not authorized for any period beyond the completion date of this contract.
- (7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.
- (8) The U.S. Department of Labor's (DOL's) [Wage and Hour Division \(WHD\) Publication 1420](#) explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

(j) Leave Records.

The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

[END PROVISION]

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ATTACHMENT 3

**Title 48 of the Code of Federal Regulations (CFR) Chapter 7
USAID Acquisition Regulation (AIDAR)**

**APPENDIX D--DIRECT USAID CONTRACTS WITH A U.S. CITIZEN OR A U.S.
RESIDENT ALIEN FOR PERSONAL SERVICES ABROAD**

**GP 25. MEDICAL EVACUATION (MEDEVAC) SERVICES (MAY 2018)
(Pursuant to class deviation #M/OAA-DEV-AIDAR-18-3c)**

USAID will provide Medevac services to the contractor and authorized dependents, through the Department of State's Bureau for Medical Services (MED), similar to those provided to U.S. Government employees in accordance with 16 FAM 300 Medical Travel. Medevac costs include travel and per diem, but do not include medical care costs. To be covered by the Medevac program, the contractor and authorized dependents must obtain and maintain international health insurance coverage that includes overseas hospitalization, and must provide proof of such insurance to the contracting officer prior to relocation abroad.

[END PROVISION]

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ATTACHMENT 4

52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

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

“*Agent*” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“*Coercion*” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“*Commercial sex act*” means any sex act on account of which anything of value is given to or received by any person.

“*Commercially available off-the-shelf (COTS) item*” means—

- (1) Any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“*Debt bondage*” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“*Employee*” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

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“*Forced Labor*” means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“*Involuntary servitude*” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“*Recruitment fees*” means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for—

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

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- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs—
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is—
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to—
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and

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(G) Subcontractors at all tiers.

“*Severe forms of trafficking*” in persons means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“*Sex trafficking*” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“*Subcontract*” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“*Subcontractor*” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“*United States*” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

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- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
- (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
- (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
- (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—
- (A) Legally permitted to remain in the country of employment and who chooses to do so; or
- (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living

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accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall—

(1) Inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

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(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

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(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

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(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

[END OF CLAUSE]