

## **Request for a U.S. Personal Service Contractor**

Position Title: Food for Peace Officer for Syria Crisis Jordan/Turkey

Duty Office: **Office of Food for Peace** Solicitation Number: SOL-OAA-15-000073

Salary Level: GS-14 Equivalent: GS14: \$86,399.00-\$112,319.00

Issuance Date: April 8, 2015 Closing Date: April 29, 2015 Closing Time: 05:00 P.M. EST

## Dear Prospective Applicants:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to provide personal services as a Food for Peace Officer under a personal services contract, as described in the attached solicitation.

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

## 1. Complete resume. In order to fully evaluate your application, your resume must include:

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Any experience that does not include dates (month/year), locations, and hours per week 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 and email) of your current and/or previous supervisor(s).
- (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.

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**: Each applicant's supplemental documentation must specifically address the Quality Ranking Factors (QRFs) shown in the solicitation

**Additional documents submitted will not be accepted.** Incomplete or late applications will not be considered. Your complete resume and the supplemental document addressing the QRFs must be emailed to: Kamisha Kellam, kkellam@usaid.gov

Any questions on this solicitation should be directed to Kamisha Kellam at the email address notice above. Applicants can expect to receive a confirmation email when application materials have been received. Applicants should retain for their records copies of all enclosures which accompany their applications.

Sincerely,

/s/

Artaveya Carter Contracting Officer

- 1. SOLICITATION NO.: SOL-OAA-15-000073
- 2. ISSUANCE DATE: April 8, 2015
- **3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS**: April 29 2015, 05:00 pm EST
- 4. POSITION TITLE: Food for Peace Officer for Syria Crisis Jordan/Turkey
- **5. MARKET VALUE**: GS-14 Equivalent: GS-14: \$86,399-\$112,319 (does not include locality pay). Final compensation will be negotiated within the listed market value based upon the candidate's past salary, work history and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.** Candidates who live outside the Washington, D.C. area will be considered for employment but no relocation expenses will be reimbursed.
- **6. PERIOD OF PERFORMANCE:** One (1) year with option to renew up to Four (4) years
- 7. PLACE OF PERFORMANCE: Turkey/Jordan
- 8. STATEMENT OF WORK

## **BACKGROUND**

The Office of Food for Peace (FFP) in the U.S. Agency for International Development (USAID), Bureau's for Democracy, Conflict, and Humanitarian Assistance (DCHA) is the world's largest government provider of food assistance. FFP annually provides close to \$2 billion of food assistance, including an average of 1.5 million tons or more of in-kind Title II food assistance valued at more than \$1.6 billion and reaching 46 million beneficiaries in 48 countries. Since 2010, FFP has complemented its provision of Title II in-kind food assistance with at least \$300 million annually through its Emergency Food Security Program (EFSP), which allows for local and regional purchase of food outside of the United States and closer to the emergency setting, as well as market based approaches such as cash transfer or food voucher programs that facilitate access to food. In response to the Syria crisis, FFP has programmed more than \$1 billion million in EFSP funds since fiscal year (FY) 2012.

In addition to emergency response, FFP provides support for development food assistance programs which aim to address the underlying causes of food security. Taken together, the in kind and cash based programs provide an impressive array of tools to combat hunger and malnutrition overseas. Programming is facilitated by state of the art early warning systems, a changing in kind food assistance basket that includes more nutritious products, and a modern supply chain management system that allows for rapid movement of commodities. Programming approaches are evolving to focus increasingly on building the resilience of chronically vulnerable populations, especially those in arid lands who face increasing cycles of drought, and improving nutrition with a special focus on women and children under two.

Food for Peace works closely with many other parts of USAID, especially the Bureau for Food Security, which plays a key role in implementing the President's Feed the Future initiative, and the Office of U.S. Foreign Disaster Assistance, which leads on disaster response around the world. Food for Peace employs a staff of over 50 in Washington and has officers posted abroad.

More Information on FFP is available at: <a href="http://www.usaid.gov/what-we-do/agriculture-and-food-security/food-assistance">http://www.usaid.gov/what-we-do/agriculture-and-food-security/food-assistance</a>.

## **INTRODUCTION**

The U.S. Government (USG) has allocated significant resources to Syria since the conflict began in early 2011, including more than \$3 billion in humanitarian assistance to support conflict-affected Syrians, both those within Syria and refugees who fled to neighboring countries. These programs are being managed by USG personnel in Jordan and Turkey, with oversight from USAID headquarters.

USAID/DCHA/FFP, the lead USG agency for international food assistance, has been responding to emergency food needs in Syria and neighboring countries since February 2012, providing approximately \$1.23 billion in emergency food assistance for conflict-affected Syrians through the U.N. World Food Program (WFP) and non-governmental organizations (NGOs). To support these efforts, USAID has three Disaster Assistance Response Teams (DARTs) in the field – in Turkey, Jordan and Iraq - and a Response Management Team in Washington DC.

During FY 2015 and FY 2016, it is expected that FFP will continue to play a major role in supporting emergency food programs in response to the Syria crisis, in Syria and neighboring countries including Turkey, Jordan, Lebanon, Iraq, and Egypt. These positions are for Food for Peace Officers (FFPO) based in Turkey or Jordan, who will monitor FFP-funded emergency food assistance activities serving conflict-affected families in Syria and neighboring countries; coordinate with WFP, NGOs, and the international humanitarian assistance community; conduct and provide assessments on food security issues, as necessary; coordinate with and provide guidance to other U.S. government units engaged with food assistance efforts, as appropriate; and make program recommendations to FFP/Washington for food assistance funding.

## 9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

## **Duties and Responsibilities**

The FFPO will be based in Turkey or Jordan and serve Turkey and Jordan-based FFP-funded food assistance programs. However, as FFP's food assistance for the Syria crisis is programmed not only in Turkey and Jordan but also elsewhere in the region, the Turkey or Jordan-based FFPO may be required to travel to neighboring countries, for example Lebanon or Iraq, to attend to FFP-funded activities, subject to approvals from U.S. Embassies and USAID Missions, and in coordination with the DART's.

The Turkey or Jordan-based Food for Peace Officer will ensure the effective management of FFP resources in Turkey, Jordan, Syria, and other neighboring countries affected by this crisis that receive FFP food assistance. The primary responsibility of the FFPO, working as a member of the DART, is to coordinate and monitor ongoing FFP-funded emergency food

assistance programs and report on their implementation to FFP/Washington, Embassy Turkey/Jordan/Iraq/Lebanon, and USAID Missions and Embassies in neighboring countries as appropriate. FFP-funded food assistance programs devoted to the Syria crisis in the region are primarily implemented by WFP and NGOs. The full range of specific duties, some of which are in direct support of FFP-funded programs and some in support of general FFP office responsibilities, may include the following:

Serve as Food for Peace Officer within the DART, headed by the DART Team Leader.

Serve as point of contact for all issues pertaining to FFP food assistance for embassy, USAID/Washington, other parts of the U.S. Government, NGOs, international organizations, host nation government ministries and agencies (as determined appropriate by USAID Missions and Embassies), and other relevant stakeholders.

Monitor and report on implementation of ongoing FFP programs, including progress and problems encountered by implementing partners.

Report on all food security issues, including changes in the food security situation and food assistance requirements, government policies and actions affecting food assistance programs, and donor pledges and programs.

Coordinate with the country team (U.S. embassy, DART, and/or other USG in-country staff), host government, NGOs, international organizations, donors, and others to address issues impacting FFP-funded food assistance.

Undertake and report on assessments to inform FFP-funded food assistance funding decisions or modifications to ongoing programs.

Work with other parts of the U.S. Government and other donors to promote integration of food assistance with other programs, to increase the effectiveness of the programs overall.

Provide information and guidance to FFP assistance award recipients on related regulations, policies, and procedures.

## **Supervisory Relationship:**

The FFP Officer's supervisor is an FFP Division Chief in Washington (or as delegated to the FFP Regional Team Leader in Washington). In Turkey and Jordan, the FFPO is a member of the USAID/DART team under the authority of the Ambassador/Chief of Mission. While a DART is deployed, the FFPO works as a member of the DART unit, coordinating tasks directly with the DART Team Leader.

## **Supervisory Controls:**

The incumbent is expected to take initiative and act independently with little direction and will have wide latitude for the exercise of independent judgment in responding to food assistance issues, but will have no authority to make final commitments or obligations on behalf of the USG.

- **12. START DATE:** Immediately, once necessary clearances are obtained.
- 13. POINT OF CONTACT: See Cover Letter.

## MINIMUM REQUIREMENTS FOR THE POSITION

## EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

(Determines basic eligibility for the position. Applicants who do not meet all of the minimum education and experience requirements will not be considered for the position.)

At the GS-14 level the incumbent will have a Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least ten (10) years of progressively responsible experience in humanitarian assistance and/or international development, of which six (6) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.

## OR

A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least nine (9) years of progressively responsible experience in humanitarian assistance and/or international development, of which six (6) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.

Intermediate level computer skills, to include knowledge of Microsoft Word and Excel, e-mail, and the internet:

U.S. citizen;

Ability to obtain a SECRET or TOP SECRET level security clearance;

Ability to obtain a Department of State medical clearance.

Applicants not meeting minimum qualifications will not be evaluated further.

## **QUALITY RANKING FACTORS (QRFs)**

(Used to determine the competitive ranking of qualified applicants in comparison to other applicants. The factors are listed in priority order from highest to least.)

Applicants who meet the minimum qualifications and selective factors will be further evaluated based on the Quality Ranking Factors (QRF) listed below. Applicants are strongly encouraged to

address each of the factors on a separate sheet describing specifically and accurately the experience, training, and/or education they have that is relevant to each factor. Be sure to include your name, social security number, and the announcement number at the top of each additional page.

- Knowledge of the key policy and technical issues related to emergency food security programming, with a focus on conflict-effected countries. (35 points)
- Knowledge of the functioning of PVOs, UN agencies, and U.S. Government agencies involved in humanitarian assistance, and a demonstrated ability to work effectively with personnel from these organizations on highly sensitive issues. (25 points)
- Demonstrated ability to review proposals, analyze budgets, manage U.S. Government or other agency financial agreements, and work through the USAID grant award process. (20 points)
- Ability to communicate complex technical issues effectively to non-specialists both orally and in writing. (20 points)

Total Possible Points: 100

**BASIS OF RATING:** Applicants who meet the minimum requirements for the position will be further evaluated based on scoring of the Quality Ranking Factor (QRF) responses. Those applicants determined to be competitively ranked may also be evaluated on interview performance and satisfactory professional reference checks.

Applicants are required to address each of the QRFs in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to address the selection and/or Quality Ranking Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

The most qualified candidates **may be interviewed** and required to provide a **writing sample**. USAID will not pay for any expenses associated with the interviews. Professional references and academic credentials will be evaluated for applicants being considered for selection. USAID reserves the right to select additional candidates if vacancies become available during future phases of the selection process.

## **APPLYING:**

Applications must be **received** by the closing date and time at the address specified in the cover letter. Qualified individuals are **required** to submit:

WHERE AND HOW TO APPLY: Qualified individuals are required to submit:

- 1. Submission of a current resume, with complete contact information.
- 2. Supplemental document specifically addressing the Quality Ranking Factors (QRFs) shown in the solicitation.

The most qualified candidates may be interviewed and required to provide a writing sample. FFP will not pay for any expenses associated with the interviews. Professional references and academic credentials may be evaluated for applicants being considered for selection.

FFP reserves the right to make additional selections from this solicitation.

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 three months after offer acceptance, the offer may be rescinded.

NOTE: If the full medical clearance package is not submitted within two months after offer acceptance, the offer may be rescinded. If a Department of State medical clearance is not obtained within six months after offer acceptance, the offer may be rescinded. Medical clearance must be obtained prior to deployment to accepted post.

## **DOCUMENT SUBMITTALS**

Via mail: kkellam@usaid.gov

**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 the full medical clearance package is not submitted within two months after offer acceptance, the offer may be rescinded. If a Department of State medical clearance is not obtained within six months after offer acceptance, the offer may be rescinded.

## 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 application.

## NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

All individuals contracted as US PSCs are required to have a DUNS Number. USAID will provide a generic DUNS Number and PSCs are not required to register with CCR.

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003) <a href="https://www.acquisition.gov/far/current/html/52">https://www.acquisition.gov/far/current/html/52</a> 200 206.html

## 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. Optional Form 612.
- 2. Medical History and Examination Form (DS-6561).
- 3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
- 4. Questionnaire for Non-Sensitive Positions (SF-85).
- 5. Finger Print Card (FD-258).

Forms 1 through 5 shall be completed ONLY upon the advice of the Contracting Officer that an applicant 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 <a href="http://transition.usaid.gov/business/business\_opportunities/cib/subject.html#psc">http://transition.usaid.gov/business/business\_opportunities/cib/subject.html#psc</a> to determine which CIBs and AAPDs apply to this contract.

## AAPD 06-10 - PSC MEDICAL PAYMENT RESPONSIBILITY

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

## FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 2 to the solicitation.

## **BENEFITS/ALLOWANCES:**

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

## BENEFITS:

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

## ALLOWANCES (if Applicable).\*

(A) Temporary Lodging Allowance (Section 120).

## Solicitation for a USPSC Food for Peace Officer SOL-OAA-15-000073

- (B) Living Quarters Allowance (Section 130).
- (C) Post Allowance (Section 220).
- (D) Supplemental Post Allowance (Section 230).
- (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), and
- (J) Danger Pay (Section 650).

FEDERAL TAXES: USPSCs are required to pay Federal Income Taxes, FICA, and Medicare

ALL QUALIFIED APPLICANTS 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.

<sup>\*</sup> Standardized Regulations (Government Civilians Foreign Areas).

## **ATTACHMENT 1**

## ACQUISITION & ASSISTANCE POLICY DIRECTIVE (AAPD) NO. 06-10 PSC MEDICAL EXPENSE PAYMENT RESPONSIBILITY

General Provision 22, MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 available at http://www.state.gov/m/a/dir/regs/fam/c23002.htm.

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 Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible

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

- (f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.
- (g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.
- (h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.
- (i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

## **ATTACHMENT 2**

## FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009).

(a) Definitions. As used in this clause—

"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.

"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.

"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.

"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.

- (b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees 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; or
- (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall—
  - (1) Notify its employees of—
    - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees for violations of this policy. Such actions 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 or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of—
  - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) 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;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <a href="http://www.state.gov/g/tip">http://www.state.gov/g/tip</a>.