



Request for a U.S. Personal Service Contractor

Position Title: Regional Food for Peace Officer (Kinshasa)
Duty Office: **Office of Food for Peace**
Solicitation Number: SOL-OAA-15-000154
Salary Level: GS-13/14 Equivalent: GS-13:\$73,115 - \$95,048 or GS-14:\$86,399-\$ 112,319
Issuance Date: August 3, 2015
Closing Date: August 24, 2015
Closing Time: 12:00 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 Regional Food for Peace Officer (Kinshasa) 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.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

- 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:

EMAIL: kkellam@usaid.gov

Any questions on this solicitation should be directed to the 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

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

- 1. SOLICITATION NO.:** SOL-OAA-15-000154
- 2. ISSUANCE DATE:** August 3, 2015
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** August 24, 2015, 12:00 pm EST
- 4. POSITION TITLE:** Regional Food for Peace Officer (Kinshasa)
- 5. MARKET VALUE:** GS-13/14 equivalent (GS-13: \$73,115 - \$95,048 or 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 four (1) option years
- 7. PLACE OF PERFORMANCE:** Kinshasa, Democratic Republic of Congo, with regional and international travel

8. STATEMENT OF WORK

BACKGROUND

The Office of Food for Peace (FFP) in the U.S. Agency for International Development Bureau's for Democracy, Conflict, and Humanitarian Assistance (DCHA) is the largest provider of food assistance in the world. FFP annually provides more than \$2 billion of food assistance, including some 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 an Emergency Food Security Program (EFSP) utilizing at least \$300 million in International Disaster Assistance (IDA) funds annually, 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 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.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

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 also has officers posted abroad.

More Information on FFP is available at:

<http://www.usaid.gov/what-we-do/agriculture-and-food-security/food-assistance>

INTRODUCTION

The Democratic Republic of Congo (DRC) and surrounding countries face a host of complex food issues requiring food assistance. Inside DRC more than 2.7 million people are displaced by conflict. In the Central African Republic (CAR) fighting between various armed faction has resulted in nearly 450,000 internally displaced persons and according to the latest Famine Early Warning System Network (FEWSNET) reporting, nearly 1.3 million people require food assistance. In the Republic of Congo (ROC), nearly 20,000 refugees from CAR require emergency food assistance. Throughout this region, many of the affected populations remain vulnerable to food insecurity, chronic and acute malnutrition, and displacement as a result of insecurity, and lack of access to food due to market disruptions and general poverty, among other factors. FFP focuses its efforts on providing life-saving humanitarian assistance to increase household access to food and other basic necessities, combat malnutrition, and help communities regain livelihoods and build resilience.

In FY 2014, FFP provided nearly \$100 million in food assistance to the DRC, of which \$30 million was non-emergency food assistance and \$70 million was for emergency programs. In CAR and ROC, FFP provided \$35 million and \$1 million in emergency food assistance, respectively.

Food assistance awards are signed by the Director of FFP in Washington or the Contract Officer in the Office of Acquisition and Assistance, and the FFP/Washington Country Backstop Officer is usually the Agreement Officer's Representative (AOR) who is responsible for the technical oversight of the grants. The USAID Mission has overall responsibility for assistance programs in the region.

To help determine the need for and improve, monitor, and evaluate the effectiveness and efficiency of the assistance provided under FFP-funded food assistance programs in DRC, CAR and ROC, USAID requires the services of a Regional FFP Officer hired through a Personal Services Contract.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

Duties and Responsibilities

The Regional FFP Officer will ensure effective management of FFP resources in the DRC, CAR, and ROC. His/her primary responsibility is to monitor FFP-funded food assistance programs and report on their implementation to the USAID/DRC Mission, the FFP/Regional Office in Nairobi,

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

and FFP/Washington. The Regional FFP Officer will also be available for other deployments with in the East Africa Region and other regions as necessary.

The position is based in Kinshasa, DRC, but the FFP Officer is expected to spend approximately forty (40) percent of his/her time traveling throughout the region or world to monitor program activities and assess food assistance needs as deemed necessary by FFP. The Regional FFP Officer will undertake the following duties with regard to FFP-funded programs:

1. Serve as a point of contact for issues pertaining to FFP-funded emergency food assistance programs in DRC, CAR, and ROC and liaise with USAID/DRC, USAID/Washington, the Regional FFP Office in Nairobi, Kenya, other parts of the U.S. government, PVOs, international organizations, host nation governmental ministries and agencies, and others.
2. Monitor and report on implementation of ongoing FFP-funded emergency food assistance programs, including progress and problems encountered by grantees, as well as commodity management, including following upon the status of loss claims.
3. Provide information and guidance to FFP-funded food assistance award recipients on FFP regulations, policies and procedures.
4. Report on all food security and nutrition issues, to include changes in the food security and nutrition situation and food assistance requirements, government policies and actions affecting food and nutrition assistance programs, government food assistance programs, and donor pledges and programs.
5. Coordinate with U.S. Government actors, host government, PVOs, international organizations, donors, and others to address issues impacting FFP-funded food and nutrition assistance programs.
6. Undertake and report on assessments to inform FFP funding decisions or modifications to ongoing programs.
7. Work with PVOs on preparation of annual workplans and program modifications, and with WFP, other Public International Organizations and regional FFP staff on new appeals or revisions to existing ones.
8. Work with other parts of the U.S. government and other donors to promote integration of food and nutrition assistance with other programs to increase the effectiveness of the programs overall.
9. Supervise FSN staff as assigned.
10. May be detailed to offices within DCHA, performing duties outlined in this scope of work.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

Supervisory Relationship:

At the GS-13 and GS-14 level, the incumbent consults with his/her supervisor to develop deadlines, projects, and work to be completed. Incumbent is responsible for planning and carrying out assignments.

The incumbent is expected to take initiative and act independently with little direction, but will have no authority to make financial commitments on behalf of the U.S. government unless such authority is specifically delegated.

The FFP Officer will be supervised on a day-to-day basis by the FFP Team Leader in Kinshasa , but is expected to be in regular contact with FFP/Washington and the FFP Office in the USAID/East Africa Regional Mission in Nairobi, Kenya to report any information on issues pertaining to ongoing FFP-funded food assistance programs. The incumbent may supervise one or more FSN staff.

10. WORK ENVIRONMENT

Work is primarily performed in an office setting. The requirement for field trip assignments to consult with cooperating sponsor managers of food assistance programs may expose the successful candidate to difficult working surroundings and security risks during the course of travel.

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

12. 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-13 level, the incumbent will have:

- Bachelor's degree plus at least seven (7) years of progressively responsible experience in international development or relief (two of which must be related to food assistance);

OR

- Master's degree with significant study in a pertinent field (such as public health or agricultural development), plus at least five (5) years of progressively responsible experience in international development or relief (two of which must be related to food assistance);

AND

- At least two (2) years of experience working on development or relief issues in the field;
- Ability to communicate effectively in English and French verbally and in writing; Swahili language skills are desirable.

At the GS-14 level, the incumbent will have:

- Bachelor's degree plus at least eight (8) years of progressively responsible experience in international development or relief (two of which must be related to food assistance);

OR

- Master's degree with significant study in a pertinent field (such as public health or agricultural development), plus at least six (6) years of progressively responsible experience in international development or relief (two of which must be related to food assistance)

AND

- At least two (2) years of experience working on development or relief issues in the field;
- Ability to communicate effectively in English and French verbally and in writing; Swahili language skills are desirable.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

Selection Factors

- Applicant is a U.S. citizen;
- Submission of a current resume, with complete contact information;
- Supplemental document specifically addressing the Quality Ranking Factors (QRFs);
- Ability to obtain a SECRET level security clearance; and.
- Ability to obtain a Department of State medical clearance for DRC.

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.)

As part of the application, applicants must specify how their experience, training, and/or education specifically address each of the QRFs listed below. This must be done in a separate document that also includes the applicant's full name and the announcement number at the top of each sheet. Failure to respond to the QRFs in such a manner may result in the applicant not receiving credit for all relevant qualifications.

- Knowledge of key policy, implementation, and technical issues related to emergency food security programming in developing 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.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

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 Applicant Rating System is as follows:

QRFs have been assigned the following points:

QRF #1 – 35 points

QRF #2 – 25 points

QRF #3 – 20 points

QRF #4 – 20 points

Total Possible Points: 100

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:

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.

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

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.

By submitting your application materials, you certify that all of the information on and attached to the application is true, correct, complete, and made in good faith. You agree to allow all information on and attached to the application to be investigated. False or fraudulent information on or attached to your application 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 applications for the intended position, please reference the solicitation number on your application, and as the subject line in any email.

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)
https://www.acquisition.gov/far/current/html/52_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 http://transition.usaid.gov/business/business_opportunities/cib/subject.html#psc 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

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

ALLOWANCES (if Applicable).*

- (A) Temporary Lodging Allowance (Section 120).
- (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).

* Standardized Regulations (Government Civilians Foreign Areas).

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.

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

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa)SOL-OAA-15-000154

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;

Solicitation for a USPSC Regional Food for Peace Officer (Kinshasa) SOL-OAA-15-000154

- (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 <http://www.state.gov/g/tip>.