



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

Position Title: Training Specialist GS-10/11/12  
Duty Office: DCHA/FFP  
Solicitation Number: SOL-OAA-17-000015  
Salary Level: GS-10 Equivalent: (\$58,844 - \$76,498), GS-11 Equivalent: (\$64,650 - \$84,044) GS-12 Equivalent: (\$77,490 – 100,736) Washington Locality  
Issuance Date: November 14, 2016  
Closing Date: December 02, 2016  
Closing Time: 12:00 P.M. EDT

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 Training Specialist (GS-10/11/12) 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 Training Specialist SOL-OAA-17-000015

**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: FFPPSC@usaid.gov.

Any questions on this solicitation should be directed to Isidore Emmanuel at the email address noted 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 J. Carter  
Contracting Officer

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

**1. SOLICITATION NO.: SOL-OAA-17-000015**

**2. ISSUANCE DATE: NOVEMBER 14, 2016**

**3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS**

**DECEMBER 02, 2016, 12:00 P.M. EST**

**4. POSITION TITLE: TRAINING SPECIALIST**

**5. MARKET VALUE:** GS-10 Equivalent (\$58,844 -76,498), GS-11 Equivalent (\$64,650 - \$84,044), GS-12 Equivalent (\$77,490 - \$100,736) Washington 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.

**6. PERIOD OF PERFORMANCE:** Two years base with the option to renew for up to three additional years based on obtaining at least a "fully successful" level of performance in the annual evaluation. Candidates who live outside the Washington, D.C. area will be considered for employment but no relocation expenses will be reimbursed.

**7. PLACE OF PERFORMANCE:** Washington, DC

**ADVANCEMENT:** Those selected at the GS-10 level may advance to the GS-11 after one (1) year at the GS-10 level and an annual evaluation rating of "commendable" or "outstanding." Those selected at the GS-11 level may advance to the GS-12 after two (2) years at the GS-11 level and an annual evaluation rating of "commendable" or "outstanding." Those selected at the GS-12 level are not subject to the "Ladder Advancement" criteria stated above in the solicitation, but will be eligible for step increases within their grade with at least a "Fully Successful" rating in their annual performance evaluation.

**8. STATEMENT OF WORK**

### **BACKGROUND**

The Office of Food for Peace (FFP) in the U.S. Agency for International Development Bureau for Democracy, Conflict, and Humanitarian Assistance (DCHA) is the largest provider of food assistance in the world. FFP annually provides close to \$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.

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

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 100 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 goal of the Food for Peace (FFP) Training Team is to develop a comprehensive training program for Food for Peace and modify and improve existing courses to ensure effective implementation of FFP emergency and development resources and competency with the tools that allow this work to be carried out. The primary role of the Food for Peace Training Specialist is to support the Training Lead in developing and executing traditional and non-traditional learning and development programs that continually enhance the knowledge base and leadership skills of Food for Peace staff both in Washington and in the Missions.

The Training Specialist plans, develops, delivers and evaluates FFP training programs. The role relies on close collaboration with the office's subject matter experts and requires a high degree of initiative, creativity, attention to detail and project management skills.

## **9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY**

### **A. Duties and Responsibilities**

The work of the Training Specialist requires teamwork and personal responsibility. In support of emergency food aid programs through a wide variety of training tasks, the incumbent has a high level of integrity and places a premium on building positive relationships with his or her respective team in the field and Washington. The incumbent must have demonstrated initiative and ability to manage competing work priorities and work independently when required. The

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

incumbent must be able to coordinate with a range of technical experts, management and program staff liaise with other agency trainers, and serves as an advocate for building a comprehensive training suite.

Under the direct supervision of the Team Leader or his/her designee, the Training Specialist will perform the following duties:

### ***At the GS-10 level:***

- Assists members of the training team in all aspects of developing a comprehensive Food for Peace training program;
- Coordinates advisory team meetings and review sessions with subject matter experts to create and vet training content;
- Supports scheduling and coordination of training events and courses, including all aspects of logistical support e.g. space reservations, enrollment, printing materials, IT Support, etc.;
- Assists on-site for all training events, often located at our USAID Learning Center in Arlington, Virginia. Hours will extend beyond course schedule for set-up and take-down;
- Updates Food for Peace Training Calendar and Google Site;
- Creates and collects content for recurring training newsletters;
- In collaboration with support service contractors, maintains a tracking database for Food for Peace staff, including completed coursework and collection and prioritization of staff as needed for select internal and external training opportunities;
- Establishes and maintains strong relationships with training teams in other Offices and Bureaus, leveraging training opportunities and encouraging the sharing of best practices;
- Displays consistent prioritization of self-development including but not limited to reading relevant journals and attending meetings and trainings designed to enhance training acumen;
- Designs course evaluations, and creates final course reports as requested;
- As needed, serve on short-term assignments with other USAID offices or bureaus in direct support of FFP programs. These placements shall not exceed three months.

### ***At the GS-11 level:***

- Supports new course design from inception through the final production, specifically applying the principles of adult learning design for both synchronous and asynchronous (e.g. online courses) learning;
- Develops and updates effective training materials for use in a variety of formats, including but not limited to: facilitator/instructor-led/classroom, e-learning with Adobe Captivate, virtual webinar classrooms and self-directed;

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

- Creates training/facilitator guides, task-specific procedural guides, instructional videos and visual aids, participant resources, multimedia visual aids, and other educational materials;
- Identifies internal and external training opportunities for FFP staff;
- Continually evaluates procedures to monitor and analyze course effectiveness and update curriculum as needed. In consultation with supervisor, develop training programs to meet discovered needs;
- Closely reviews annual and/or biennium training and learning agreements of FFP staff;
- Supports appropriate scheduling and coordination of training, including logistical support e.g. registration, printing materials, IT support, etc. as needed;
- Assists on-site for all training events, often located at our USAID Learning Center in Arlington, Virginia. Hours will extend beyond course schedule for set-up and take-down;
- Establishes and maintains strong relationships with training teams in other Offices and Bureaus, leveraging training opportunities and encouraging the sharing of best practices;
- Displays consistent prioritization of self-development including but not limited to reading relevant journals, attending meetings and trainings designed to enhance training acumen;
- As needed, serve on short-term assignments with other USAID offices or bureaus in direct support of FFP programs. These placements shall not exceed three months.

### ***At the GS-12 level:***

- Design and develop online educational programs using Flash-based e-modules, webinars (live and pre-recorded), and other multimedia tools;
- In collaboration with the Training Officer, is involved in all steps of the maintenance, development, implementation and evaluation of Food for Peace Training;
- In collaboration with the Training Officer, develops strategy for annual course changes, development of new courses, planning annual training calendar and creating a training program communication strategy and policy;
- Contributes to all logistical aspects of planning and executing a training course;
- Develops reports and presentations to summarize the current state of training and recommendations to senior leadership;
- Establishes and maintains strong relationships with training teams in other Offices and Bureaus, leveraging training opportunities and encouraging the sharing of best practices;
- Displays consistent prioritization of self-development including but not limited to reading relevant journals, attending meetings and trainings designed to enhance training acumen;
- Assists on-site for all training events, often located at our USAID Learning Center in Arlington, Virginia. Hours will extend beyond course schedule for set-up and take-down;
- Supports scheduling and coordination of training, including logistical support e.g. registration, printing materials, IT support, etc. as needed;

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

- As needed, serve on short-term assignments with other USAID offices or bureaus in direct support of FFP programs. These placements shall not exceed three months.

### **Guidelines**

At the GS-10 or GS-11 or GS-12 levels, pertinent sources of information consist of the Food for Peace Act, the Foreign Assistance Act, and other legislation; USAID Agency, DCHA Bureau, and other USG rules and regulations; and FFP rules, policies, guidelines and information bulletins.

At the GS-10 level, the incumbent recommends to the Training Lead and/or Division Chief how current legislative provisions and executive policies are to be applied 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 Training Lead and FFP leadership.

At the GS-11 level, the incumbent exercises judgment to determine the application of current legislative provisions and executive policies to assigned responsibilities. The incumbent is expected to identify potential improvements in established processes and make recommendations to the supervisor.

At the GS-12 level, the incumbent exercises considerable independent judgment in determining the application of guidelines to assigned responsibilities. In order to achieve maximum impact of FFP resources, when applicable, the incumbent is expected to conceive and/or propose innovative program changes that are consistent with existing legislation, regulations and policies.

### **Supervisory Controls:**

At the GS-10 or GS-11 or GS-12 levels, the incumbent will take direction from and support the work of the Training Lead. The Team Leader and Division Chief within DCHA/FFP will provide direct supervision. The incumbent's supervisor will set the overall work objectives and the incumbent will consult with the Training Lead to develop deadlines, projects, and work to be performed.

At the GS-10 level, the incumbent works under close supervision of the Training Lead. With guidance from the supervisor, the incumbent plans and carries out successive steps and handles problems and deviations in accordance with instructions, policies, previous training or accepted practices. The supervisor will evaluate work for technical soundness, appropriateness and conformity to policy requirements.

At the GS-11 level, the incumbent has greater latitude to carry out assignments, while still consulting with the Training Lead on policy interpretations. The supervisor sets overall objectives and works with the incumbent to develop deadlines, methodology, and work to be accomplished. The incumbent carries out assignments and consults with the supervisor on policy interpretations. The supervisor will evaluate work for technical soundness and effectiveness in meeting work objectives.

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

At the GS-12 level, the incumbent exercises significant independence and initiative in defining and carrying out duties, prioritizing overall objectives, and managing available resources. The supervisor sets overall objectives and works with the incumbent to develop deadlines, methodology, and work to be accomplished. With input from the Training Lead, the incumbent interprets policy in terms of established objectives. The incumbent keeps his/her supervisor informed of progress in the achievement of objectives and advised of potentially controversial matters. The supervisor will evaluate work for technical soundness and effectiveness in meeting work objectives.

### **Complexity**

At the GS-10 or GS-11 or GS-12 levels, the incumbent undertakes a wide range of duties that require the exercise of judgment, the interpretation of policies and practices and their relevance to a new problem or situation. The incumbent must work with a range of people from the Program Operations Division, Policy & Technical Division, and the Geographic Divisions, along with field personnel and other bureaus within USAID.

At the GS-10 level, the incumbent employs support services in order to support accomplishing objectives set by the Training Lead. Selection of methodology to be used and the results of analysis are subject to review by the supervisor.

At the GS-11 and GS-12 levels, the incumbent applies his/her depth and breadth of training knowledge and experience to the analysis of a proposed or existing training program in Food for Peace. The recommended changes will be consistent with existing legislative, regulatory, and policy guidelines but may require the formulation and application of new approaches and methodologies. The incumbent will be responsible for originating new techniques, establishing criteria, and developing new information on training issues.

### **Scope and Effect**

At the GS-10 level, work typically includes planning, organizing, and coordinating projects in all areas of training. The incumbent supports the Training Lead in his/her analysis of training needs in Washington and in the field. The incumbent drafts information products and assists with the preparation of training materials and presentations. The incumbent establishes and maintains positive relationships with training teams from other bureaus in USAID, leveraging training opportunities and encouraging the sharing of best practices.

At the GS-11 and GS-12 level, the incumbent establishes criteria, formulates projects, assesses program effectiveness, or analyzes a variety of training related conditions, problems, or questions, the results of which affect a range of agency activities. The incumbent identifies training projects and analyzes the effectiveness of existing processes and procedures, making recommendations to his or her supervisor. The incumbent develops and facilitates training sessions based upon the supervisor's discretion. The incumbent must determine the feasibility of



## **Solicitation for a Training Specialist SOL-OAA-17-000015**

various approaches to define concepts and criteria for future training needs for FFP personnel. The incumbent advises FFP leadership on new guidelines, protocols and procedures.

### **Personal Contacts**

USAID in a moderately unstructured setting. Contacts may include a variety of staff, specialists, managers, officials, or groups from outside of USAID where the purpose and extend of each contact are usually different, and the role and authority of each party is identified and developed during the course of the contact.

At the GS-12 level, contacts are with individuals or groups in context relating to USG food assistance efforts. The incumbent coordinates closely with FFP/Washington and field staff, the USAID Mission and regional offices, U.S. Embassy, other US agencies as well as NGO representatives.

### **10. WORK ENVIRONMENT AND PHYSICAL DEMANDS**

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

The work is generally sedentary and does not pose undue physical demands. During deployment on DARTs (if required), and during site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderate heavy items (less than 50 pounds).

**12. START DATE:** Immediately, once necessary clearances are obtained.

**13. POINT OF CONTACT:** See Cover Letter.

**\*Application Process:** Applicants must indicate in their application **the solicitation number they are applying to** and want to be considered for in their initial base two-year contract. USAID/FFP reserves the right to place the applicant at the Grade/Step level for which he/she is found qualified during the application process.

## Solicitation for a Training Specialist SOL-OAA-17-000015

### MINIMUM REQUIREMENTS FOR THE POSITION

#### EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

##### Minimum Qualifications

###### *At the GS-10 level:*

- (1) A Bachelor's degree with three (3) years of progressively responsible experience, in which one (1) year must be in training, learning and capacity building in an office setting.

##### **OR**

- A Master's degree with two (2) years of progressively responsible experience, in which six (6) months must be in training, learning and capacity building in an office setting.

##### **AND**

- (2) Demonstrated experience using Microsoft Office Suite to produce high-quality course material along with the ability to learn new software and databases quickly;

###### *At the GS-11 level:*

- (1) A Bachelor's degree with four (4) years of progressively responsible experience, in which two (2) years must be in training, learning and capacity building in an office setting.

##### **OR**

- A Master's degree with three (3) years of progressively responsible experience, in which one (1) year must be in training, learning and capacity building in an office setting.

##### **AND**

- (2) Demonstrated experience using Microsoft Office Suite to produce high-quality course material along with the ability to learn new software and databases quickly;

###### *At the GS-12 Level:*

- (1) A Bachelor's degree with five (5) years of progressively responsible experience, in which three (3) years must be in training, learning and capacity building in an office setting.

##### **OR**

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

A Master's degree with four (4) years of progressively responsible experience, in which two (2) years must be in training, learning and capacity building in an office setting.

**AND**

(2) Demonstrated experience using Microsoft Office Suite to produce high-quality course material along with the ability to learn new software and databases quickly.

### **Selection Factors**

- Applicant is a U.S. citizen;
- Submission of a current resume, with complete contact information;
- USPSC Application form AID 302-3. Applicants are required to complete sections A through I. This form must be physically signed and scanned. Electronic signatures will not be accepted.
- Supplemental document specifically addressing the Quality Ranking Factors (QRFs);
- Ability to obtain a SECRET level security clearance within a six-month period; and
- Ability to obtain a medical clearance within a six-month period.

Applicants not meeting minimum qualifications will not be evaluated further.

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

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 and the announcement number at the top of each additional page.

- Demonstrated ability to develop, administer, and refine an adult training and education program, along with multi-media training materials. (30 points)
- Demonstrated mastery of Microsoft PowerPoint and/or Adobe Captivate. (25 points)
- Ability to apply sound, independent judgment in identifying training opportunities and proposing and executing creative solutions. (25 points)

## Solicitation for a Training Specialist SOL-OAA-17-000015

- Demonstrated ability to facilitate training sessions oriented to enhancing the knowledge and skills of a diverse set of personnel. (10 points)
- Ability to communicate complex technical issues effectively to non-specialists both orally and in writing. (10 points)

Total Possible Points: 100

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

### DOCUMENT SUBMITTALS

#### Where and How to Apply

**Via email:** FFPPSC@usaid.gov

To apply, qualified individuals are required to submit:

1. A cover letter providing a brief rationale supporting your selection.
2. A current resume, with complete contact information
3. Supplemental documentation specifically addressing the Selection Factors and the QRFs shown in the solicitation.

Applicants are required to address each of the QRFs on a separate sheet 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 you not receiving credit for all of your pertinent experience, education, training, and/or awards.

FFP reserves the right to make additional selections from this 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 may select additional candidates from this solicitation to fill possible future vacant positions.

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

**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 six 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.

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.

### **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 not provide a generic DUNS Number and PSCs are required to register with SAM.

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](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. AID 302-3
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**

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

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](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.

### **AAPD 15-02 LEAVE AND HOLIDAYS**

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

### **FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS**

FAR Clause 52.222-50 is hereby incorporated as Attachment 3 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).
- (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).

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

\* 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.

## Solicitation for a Training Specialist SOL-OAA-17-000015

### 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



## **Solicitation for a Training Specialist SOL-OAA-17-000015**

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)

## **Solicitation for a Training Specialist SOL-OAA-17-000015**

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

# Solicitation for a Training Specialist SOL-OAA-17-000015

## ATTACHMENT 2

### APPD 15-02 LEAVE AND HOLIDAYS

#### (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 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.

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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) Applicants 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 applicant attests to the accuracy of the information provided. Any applicant 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 USPSC's departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

(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

## Solicitation for a Training Specialist SOL-OAA-17-000015

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.

(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

## Solicitation for a Training Specialist SOL-OAA-17-000015

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 USPSCs 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.** 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.

## Solicitation for a Training Specialist SOL-OAA-17-000015

**(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.
- (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.

**Solicitation for a Training Specialist SOL-OAA-17-000015**

(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]



**ATTACHMENT 3**

**52.222-50 Combating Trafficking in Persons.**

**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

(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.

“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.

“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—

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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.

“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 accessible to the worker, 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 cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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 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

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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.

(1) The Contractor shall 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;

(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.

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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;

(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

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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 website 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](mailto: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, 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.

(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—

## Solicitation for a Training Specialist SOL-OAA-17-000015

(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)