



SOLICITATION NUMBER: 7200AA24R00080

ISSUANCE DATE: August 20, 2024

CLOSING DATE AND TIME: February 7, 2025, 12:00 P.M. Eastern Time

SUBJECT: Solicitation for U.S. Personal Service Contractor
(USPSC), Support Relief Group (SRG) Humanitarian Advisor

Dear Prospective Offerors:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID) is seeking offers from qualified persons to provide personal services under contract as described in this solicitation.

Offers must be in accordance with **Attachment 1** of this solicitation. Incomplete or unsigned offers will not be considered. Offerors should retain copies of all offer materials for their records.

USAID will evaluate all offerors based on stated evaluation criteria. USAID encourages all individuals, including those from disadvantaged and under-represented groups, to respond to the solicitation.

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

Any questions must be directed in writing to the Point of Contact specified in Attachment 1.

Sincerely,

PATRICIA AUDREY
STECKLER
Patricia Steckler
Contracting Officer
Office of Acquisition & Assistance
(M/OAA/BHA-CPS/PSC)

Digitally signed by PATRICIA
AUDREY STECKLER
Date: 2024.08.19 12:56:09 -04'00'

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I. GENERAL INFORMATION

1. SOLICITATION NO.: 7200AA24R00080

2. ISSUANCE DATE: August 20, 2024

3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS: February 7, 2025, 12:00 P.M. Eastern Time

This solicitation is open and continuous until February 7, 2025. The following are the closing dates for each review period:

October 7, 2024, 12:00 P.M. Eastern Time
February 7, 2025, 12:00 P.M. Eastern Time

Offerors not selected during a previous review period must reapply in order to be considered for positions available in subsequent review periods. A review period may be canceled at the Contracting Officer's **discretion**.

4. POINT OF CONTACT: FARO Recruitment Team, BHA.FARORecruitment@usaid.gov

5. POSITION TITLE: Support Relief Group (SRG) Humanitarian Advisor (Multiple Positions)

6. MARKET VALUE: \$104,604.00 - \$135,987.00 equivalent to **GS-14**

Final compensation will be negotiated within the listed market value and will include Locality Pay for domestic USPSCs based on the location of the Official USAID Worksite, or the approved alternative worksite if approved for remote work. USPSCs performing overseas are not entitled to Locality Pay.

Salaries over and above the top of the pay range will not be entertained or negotiated.

7. PLACE OF PERFORMANCE: USAID/Worldwide. Relocation expenses will not be reimbursed for U.S.-based positions.

There may be an initial training program in Washington, D.C. for three months, which will include formal classroom training and on-the-job training; and may include security training. After completion of initial training, the Support Relief Group (SRG) Humanitarian Advisor will be assigned to the place of performance.

Overseas USPSCs may be authorized to telework or remote work only from a location within the country of performance, in accordance with Mission policy. Telework or remote work from outside the country of performance may only be authorized in certain situations in accordance with the terms and conditions of the contract.

8. PERIOD OF PERFORMANCE: Five (5) years tentatively 145 day estimated start date from closing

STATEMENT OF LIMITATIONS ON PERIOD AND PLACE OF PERFORMANCE:

The purpose of this contract is to establish an employee/employer relationship with the contractor to perform services on a temporary, on-call, basis as part of the SRG. BHA intends to contract for these services for a maximum of 250 days per calendar year. Activation days vary but will not exceed 250 days during each contract year.

The level of effort anticipated under this contract will be provided within the terms of this contract at times mutually agreed to by BHA and the contractor. Upon identification of a temporary need within the scope of work, BHA will contact the contractor and provide the following information:

1. Date contractor is needed to report to BHA or assignment in the field
2. Duration of Assignment
3. Place of Performance

The contractor will notify BHA within 24 hours of availability. At the time the contractor accepts the assignment, he/she is expected to commit for the duration of the assignment. While the contractor will be required to commit to a certain time period, it is understood that the exigencies of a disaster may require the assignment to be extended (not to exceed 250 days). The contractor shall notify BHA at the time of commitment if their existing schedule would preclude an extension. Notification of schedule conflicts shall not necessarily disqualify the contractor from the assignment but will simply assist BHA in recruiting a replacement. Subsequently, if the contractor agrees to an extension of the duration of a particular assignment, thereafter, the contractor will be required to give BHA 10 days notice for release from the assignment.

9. ELIGIBLE OFFERORS: U.S. Citizens Only

10. SECURITY LEVEL REQUIRED: Secret

If there is a change in circumstances requiring access to National Security information classified at the Top-Secret level, the offeror may be asked to obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information level clearance as provided by USAID.

11. STATEMENT OF DUTIES

General Statement of Purpose of the Contract

The United States Agency for International Development (<https://www.usaid.gov/>) (USAID) Bureau for Humanitarian Assistance (BHA) works to save lives, alleviate human suffering, and reduce the impact of disasters by helping people in need become more self-reliant. BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance falling into two conceptual areas: 1) *Humanitarian Response* during emergencies and 2) *Early Recovery, Risk Reduction, and Resilience* activities to address longer-term recovery after emergencies. You can learn more about BHA on our website (<https://www.usaid.gov/humanitarian-assistance>).

As global crises have grown more complex and protracted, the Support Relief Group (SRG) program was developed by BHA to meet growing humanitarian needs through surge staffing capacity. The SRG program is managed by the Surge Staffing Team (SST) in BHA's Response Resources Division (R2D) in the Office of Field and Response Operations (FARO). The SRG program brings on board candidates who work for discrete periods of time, but on an intermittent basis for no more than 2007 hours (approximately 250 days) per contract year. SRG can be deployed within hours to fill urgent, high priority positions on response teams at both headquarters and in the field, backfill necessary Washington positions, be assigned to field offices for short term staff enhancement, and to assess critical situations as warranted based on speciality. SRG staff can be used for activities as short as one day or for up to several months at a time.

The activation of the SRG Humanitarian Advisor will be coordinated between the Surge Staffing Team (SST) and the Office of Global Policy, Partnerships, Programs, and Communication (G3PC). G3PC directs the Bureau's leadership in global humanitarian policy, showcases BHA's life-saving work through strategic communication and information, and manages collaboration with the U.S. Interagency and external stakeholders, including public and private partners, international and multilateral organizations, non-governmental organizations (NGOs), and academic institutions. The office is organized into seven divisions: Humanitarian Policy and International Systems; Humanitarian Multilateral; Humanitarian Organizations and Partnerships; Private Sector Engagement, Diaspora, and Innovation; Global Capacity and Leadership Development; U.S. Engagement, Strategy, and Programs; and Strategic Communications and Humanitarian Information.

Statement of Duties to be Performed

BHA needs to maintain a roster of SRG Humanitarian Advisors to provide the Bureau, in particular G3PC, with surge capacity during periods of increased activity and heavy workloads within the office. SRG Humanitarian Advisors are a key cadre for fulfilling coordination roles in the field and in Washington, D.C. for disaster response. SRG Humanitarian Advisors for G3PC may also provide technical advice and assistance for the analysis of policy issues ranging from displacement and humanitarian principles to disaster risk reduction; collaborate with high-ranking officials within the international community; manage humanitarian policy awards; and work to strengthen BHA's relationships with public international organizations, NGOs, international financial institutions, the United States Government (USG) Interagency, Congress, or other organizations such as think tanks, academic institutions, foundations, and the private sector. These positions will help the organization lead on policy issues and assist in planning for BHA strategies and responses to humanitarian crises, as well as advocate and educate on humanitarian issues, and help prepare key briefings and policy guidance.

The SRG Humanitarian Advisor will perform the following tasks:

- This position is expected to be able to qualify, train for and routinely serve on disaster/humanitarian responses in Washington DC or in the disaster area for 4 to 6 weeks (or more) intervals. These can either be Disaster Assistance Response Teams (DARTs) and/or Response Management Teams (RMTs). DARTs are deployed to the field in response to disasters and operate in the field, providing staff an opportunity to deploy overseas for an extended period of time (e.g., 6-8 weeks). RMTs are based in Washington, DC and provide services to support DARTs, such as coordination and external engagement, communications, planning, logistics, travel coordination, or other similar duties (depending on the RMT role).

- Research, analyze, and develop policy recommendations on specific issues and matters relating to humanitarian affairs, in partnership with G3PC Divisions.
- Represent BHA in international and USG interagency forums on disaster response and humanitarian issues.
- Represent BHA at donor meetings covering a broad range of humanitarian issues.
- Assist in conducting specialized humanitarian training on the international humanitarian architecture.
- Attend various international humanitarian meetings, including meetings with United Nations (UN) agencies, NGOs, donors, and other country representatives and provide authoritative information and views to formulate humanitarian policies and coordinate strategies on policy issues for the USG.
- Work cooperatively with relevant USG offices and serve as a lead point of contact for these groups in the area of humanitarian affairs.
- Represent USAID at meetings with the UN, international organizations, and other donors and other conferences sponsored by members of the international community, and provide guidance and advice on USG positions, negotiate strategies, and in consultation with USAID/Washington conduct negotiations with the donor community and make recommendations to the appropriate officials in USAID.
- Work with counterparts in other donor organizations at the most senior levels to exchange information, establish meetings on specific donor issues, solicit publications, and collect information on training opportunities and coordinate these activities with relevant USAID officers.
- Develop and maintain cooperative working relationships with U.S. Mission to the UN offices and relevant USG offices and serve as a lead point of contact for these groups in the area of humanitarian affairs.
- Coordinate with other federal agencies on international disaster responses and plan and organize regular meetings on disaster response and disaster risk reduction with the USG interagency.
- Provide skilled support to G3PC humanitarian policy, training, programs, public-private engagement, communications, and interagency teams and serve as a backup staff resource to BHA's domestic and internationally-based staff.
- Take trainings as needed for the role.
- Act as subject matter expert and trainer for a variety of G3PC-managed trainings.
- As needed, may serve on temporary short-term assignments ("detail") on other teams within the office or Bureau to meet operational needs during staff shortages. Duties performed while on detail will be aligned with existing duties and responsibilities and will be directly related to the position's scope of work.
- As needed, staff is expected to support BHA's hiring efforts and serve on PSC hiring committees. Training will be provided.
- The PSC may be expected to obtain an Agreement Officer's Representative (AOR) or Contracting Officer's Representative (COR) certification. The AOR/COR oversees agreements and/or contracts. This includes but is not limited to reviewing invoices, approvals, program/project deliverables (i.e. work plans, annual reports, month status reports), travel requests, key personnel requests, financial/budget reports, contractor performance evaluations, and compliance. More information about the AOR/COR responsibilities and related requirements can be found in the COR designation letter (<https://www.usaid.gov/ads/policy/300/302mar>) and the AOR designation letter (<https://www.usaid.gov/ads/policy/300/303mai>). In the event that this role requires an AOR/COR certification, mandatory training will be provided.

- The SRG Humanitarian Advisor does not have supervisory responsibilities; however, the PSC may serve in an acting leadership role within the bureau in order to meet short-term staffing needs, not to exceed 120 days in a 12-month contract year.

Supervisory Relationship

The USPSC will take direction from and report to the FARO/Response Resources Division Chief or their designee. During activation, day to day work is under the general supervision of a G3PC Division Chief or designee.

Supervisory Controls

The supervisor provides administrative direction in terms of broadly defined missions or functions. USPSC independently plans, designs and carries out projects, studies, and programs. Results of the work are considered technically authoritative. There is no higher level official technically responsible for administering the program/project.

12. PHYSICAL DEMANDS

The work requested does not involve 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 moderately heavy items (less than 50 pounds). During deployment on DARTs (if required), and during site visits, the work may additionally involve special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions.

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

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

- A High School Diploma or its equivalent with at least ten (10) years of experience in international relations, human rights, economics, public health, disaster management, political science, public policy, or a related field. Experience must include a minimum of four (4) years of progressively responsible experience in either domestic or international civilian-led disaster relief or humanitarian assistance efforts.

OR

- A Bachelor's degree in any discipline with at least six (6) years of experience in international relations, human rights, economics, public health, disaster management, political science, public policy, or a related field. Experience must include a minimum of four (4) years of progressively responsible experience in either domestic or international civilian-led disaster relief or humanitarian assistance efforts.

OR

- A Master's in any discipline with at least four (4) years of experience in international relations, human rights, economics, public health, disaster management, political science, public policy, or a related field. Experience must include a minimum of four (4) years of progressively responsible experience in either domestic or international civilian-led disaster relief or humanitarian assistance efforts.

AND

- Experience leading international emergency response efforts, humanitarian assistance programs, humanitarian coordination teams, or humanitarian policy issues from an overseas, regional or headquarters-based office.
- Experience working with multiple stakeholders across the USG interagency or within the humanitarian community.
- Experience making policy or programmatic recommendations to senior leaders on international emergency response or humanitarian situations.

III. EVALUATION AND SELECTION FACTORS

The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1. The CO reserves the right at any point in the evaluation process to establish a competitive range of offerors with whom negotiations will be conducted pursuant to FAR 15.306(c). In accordance with FAR 52.215-1, if the CO determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. FAR provisions of this solicitation are available at <https://www.acquisition.gov/browse/index/far>.

The technical evaluation committee may conduct reference checks, including references from individuals who have not been specifically identified by the offeror, and may do so before or after a candidate is interviewed.

III.A SELECTION FACTORS

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

- Offeror is a U.S. Citizen.
- Complete resume submitted. See section IV for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements.
- USPSC Offeror form AID 309-2. Offerors are required to complete sections A through I. This form must be physically signed. Electronic signatures may be accepted.
- Ability to obtain and maintain a Secret clearance. If there is a change in circumstances requiring access to National Security information classified at the Top-Secret level, the offeror may be asked to obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information level clearance as provided by USAID. Failure to do so may result in the withdrawal of an offer or removal.

- Ability to obtain a Department of State medical clearance and maintain it throughout the life of the contract. More information on medical clearance classifications can be found in 16 FAM 211.2 Clearance Classifications or the [Department of State webpage on medical clearances](#).
- Must not appear as an excluded party in the System for Award Management (SAM.gov).
- Satisfactory verification of academic credentials.

III.B OFFEROR RATING SYSTEM

The offeror rating system factors are used to determine the competitive ranking of qualified offerors in comparison to other offerors. Offerors must demonstrate the rating factors outlined below within their resume, as they are evaluated strictly by the information provided.

The rating factors are as follows:

Education and General Experience	See Section II	Pass or Fail
Specialized Experience	See Section II	30 points
Interview	See Section III.C	60 points
Satisfactory Professional Reference Checks	See Section III.D.	10 points

III.C Interview (60 points)

During the interview process, a selection panel will assess the candidate's suitability for the position.

III.D Satisfactory Professional Reference Checks (10 points)

Offerors must provide their references to USAID upon request no later than seven (7) days from the initial request. Failure to meet this requirement will result in the offeror being removed from consideration for this solicitation. In addition, the Agency has the right to seek any additional feedback on the offeror as needed.

Total Possible Points: 100

BASIS OF RATING: Offerors who meet the Education/Experience requirements and Selection Factors will be further evaluated in accordance with the Offeror Rating System. Those offerors determined to be competitively ranked may also be evaluated on interview performance and satisfactory professional reference checks.

Offerors are required to address each factor of the Offeror Rating System in their resume, describing specifically and accurately what experience, training, education and/or awards they have received as it pertains 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 factors and/or Offeror Rating System factors may result in not receiving credit for all pertinent experience, education, training and/or awards.

The most qualified offerors may be interviewed and required to provide a writing sample. BHA will not pay for any expenses associated with the interviews.

Professional references and academic credentials will be evaluated for offerors being considered for selection.

Note: Please be advised that references may be obtained independently from other sources in addition to the ones provided by an offeror. BHA reserves the right to select additional offerors if vacancies become available during the future phase of the selection process.

IV. SUBMITTING AN OFFER

1. Eligible Offerors are required to complete and submit the offer form **AID 309-2**, “Offeror Information for Personal Services Contracts with Individuals,” available at <http://www.usaid.gov/forms>.
2. Offers must be received by the closing date and time specified in **Section I, item 3**, and submitted to the Point of Contact in **Section I**.
3. Offeror submissions must clearly reference the Solicitation number on all offeror submitted documents.
4. Complete resume. In order to fully evaluate your offer, 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. Dates (month/year) and locations for all field experience must also be detailed. **Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.**
 - (b) Specific duties performed that fully detail the level and complexity of the work.
 - (c) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments. Failure to identify an academic discipline will result in disqualification.
 - (d) U.S. Citizenship
 - (e) **Optional:** How did you hear about this opportunity? (SAM.gov, BHA Jobs, Career Fair, etc.).

Your resume must contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information must 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.

Additional documents submitted will not be accepted.

By submitting your offer materials, you certify that all of the information on and attached to the offer is true, correct, complete, and made in good faith. You agree to allow all information on and attached to the offer to be investigated. False or fraudulent information on or attached to your offer may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

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

5. **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. If Top Secret is required, and clearance is not obtained within nine months after award, USAID may terminate the contract at the convenience of the government. If Sensitive Compartmented Information (SCI) access is not obtained within nine months after Top Secret clearance is granted, USAID may terminate the contract at the convenience of the government.
6. **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; the offer may be rescinded.
7. **NOTE:** All USPSCs with a place of performance in the United States are required to register in the System for Award Management (SAM) database and must have an active Unique Entity ID (UEI) number prior to receiving an award. If the SAM registration is not active by the selectee within three months of acceptance of this offer, the offer may be rescinded. The selectee will be disqualified if they either fail to comply with this requirement or if their name appears on the excluded party list.
8. **NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION:** This solicitation in no way obligates USAID to award a PSC contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the offer.

V. LIST OF REQUIRED FORMS PRIOR TO AWARD

The CO will provide instructions about how to complete and submit the following forms after an offeror is selected for the contract award.

Forms outlined below can be found at:

<http://www.usaid.gov/forms/> or at <https://www.opm.gov/forms/standard-forms/>

1. Resume.
2. USPSC Offeror Form (AID 309-2)
3. Medical History and Examination Form (DS-6561). **
4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or **
5. Questionnaire for Non-Sensitive Positions (SF-85). **
6. Fingerprint Card (FD-258). **
7. Employment Eligibility Verification (I-9 Form). **

** Forms 3 through 7 shall be completed **ONLY** upon the advice of the Contracting Officer that an offeror is the successful candidate for the job.

VI. BENEFITS AND ALLOWANCES

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

1. BENEFITS:

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

2. ALLOWANCES

Section numbers refer to rules from the Department of State Standardized Regulations (Government Civilians Foreign Areas), available at https://aoprals.state.gov/content.asp?content_id=282&menu_id=101

- (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)
- (j) Danger Pay. (Section 650)

VII. TAXES

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

VIII. USAID REGULATIONS, POLICIES AND CONTRACT CLAUSES PERTAINING TO PSCs

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

1. **USAID Acquisition Regulation (AIDAR), Appendix D**, "Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad," including **contract clause "General Provisions,"** available at: <https://www.usaid.gov/ads/policy/300/aidar>

2. **Contract Cover Page form AID 309-1** available at <https://www.usaid.gov/forms> .
Pricing by line item is to be determined upon contract award as described below:

LINE ITEMS

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Base Year 1 - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: 497 - Accounting Info: <i>[Insert from Phoenix]</i>	1	LOT	\$ _TBD	\$ _TBD at Award after negotiations with Contractor
0002	Base Year 2 - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: 497 - Accounting Info: <i>[Insert from Phoenix]</i>	1	LOT	\$ _TBD	\$ _TBD at Award after negotiations with Contractor
0003	Base Year 3 - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: 497 - Accounting Info: <i>[Insert from Phoenix]</i>	1	LOT	\$ _TBD	\$ _TBD at Award after negotiations with Contractor
0004	Base Year 4 - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: 497 - Accounting Info: <i>[Insert from Phoenix]</i>	1	LOT	\$ _TBD	\$ _TBD at Award after negotiations with Contractor
0005	Base Year 5 - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: 497 - Accounting Info: <i>[Insert from Phoenix]</i>	1	LOT	\$ _TBD	\$ _TBD at Award after negotiations with Contractor

3. Acquisition and Assistance Policy Directives/Contract Information Bulletins (**AAPDs/CIBs**) for Personal Services Contracts with Individuals available at: <http://www.usaid.gov/work-usaid/aapds-cibs>

AAPD 06-10 – PSC Medical Expense Payment Responsibility

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

AAPD 21-05 – Revised and Expanded Fringe Benefits for U.S. Personal Services Contractors (Revision 1)

AAPD No. 21-05 is hereby incorporated as Appendix 2 to the solicitation.

FAR 52.222-50 – Revised Combating Trafficking in Persons

FAR 52.222-50 is hereby incorporated as Appendix 3 to the solicitation.

4. Ethical Conduct. By the acceptance of a USAID personal services contract as an individual, the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the**

Executive Branch,” available from the U.S. Office of Government Ethics, in accordance with **General Provision 2** and **5 CFR 2635**. See <https://www.oge.gov/web/oge.nsf/OGE%20Regulations>.

5. PSC Ombudsman

The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information:

<https://www.usaid.gov/work-usaid/personal-services-contracts-ombudsman>

The PSC Ombudsman may be contacted via: PSCOmbudsman@usaid.gov

6. FAR Revisions Incorporated by Reference

52.204-7	SYSTEM FOR AWARD MANAGEMENT	Oct 2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	Jun 2023
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	Feb 2021
52.252-2	CLAUSES INCORPORATED BY REFERENCE	Feb 1998

APPENDIX 1 - General Provisions Contract Clauses

28. MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM (available at <https://fam.state.gov/Volumes/Details/16FAM>). Note: personal services contractors are not eligible to participate in the Federal Employees Health Programs.

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

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

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

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

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation AAPD 06-10 PSC Medical Expense Payment Responsibility 6 Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

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

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

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

(h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.

(i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting AAPD 06-10 PSC Medical Expense Payment Responsibility 7 Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

[End of Provision]

APPENDIX 2 - General Provisions Contract Clauses**5. Leave and Holidays (NOV 2020) [Deviation (NOV 2023)]****(a) Annual Leave**

(1) The contractor may accrue annual leave at the rate specified in paragraph (a)(2) of this clause as follows:

- (i) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.
- (ii) If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.
- (iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 80-hour biweekly pay period, which will be prorated if the contract provides for shorter work schedule:

Time in Service	Annual Leave (AL) Accrual Rate
0 to 3 years	4 hours of leave for each 2-week period
over 3, and up to 15 years	6 hours of AL for each 2-week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	8 hours of AL for each 2-week period

(i) USAID will calculate the time in service based on all the previous service performed by the contractor as—:

(A) An individual personal services contractor with USAID for any duration covered by Sec. 636(a)(3) of the FAA or other statutory authority applicable to USAID; and/or

(B) A former U.S. Government (USG) direct-hire civilian employee; and/or

(C) An honorable active duty member of the uniformed services based on the definition in 5 U.S.C. 2101(3).

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed contracts, and/or other evidence of previous service (*e.g.*, SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's

preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than either the end of the leave year two years after either—

- (i) The end of the leave year two years after the date fixed by the approving official as the termination date of the exceptional circumstances beyond the contractor's control, which resulted in the forfeiture; or

- (ii) The end of the contract.

(4) The contractor must use all accrued annual leave during the period of performance. At the end of the contract, the contractor will forfeit any unused annual leave except where the requirements of the position precluded the contractor from taking annual leave. In this case, the contracting officer may authorize the following:

- (i) The contractor to take annual leave during the concluding weeks of the contract, not to exceed the period of performance; or

- (ii) Payment of a lump-sum for annual leave not taken based on a signed, written determination and findings (D&F) from the contractor's supervisor. The D&F must set out the facts and circumstances that prevented the contractor from taking annual leave, and the contracting officer must find that the contractor did not cause, or have the ability to control, such facts and circumstances. This lump-sum payment must not exceed the number of days the contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

(5) The contractor may be granted advanced annual leave by the contracting officer when circumstances warrant. Advanced leave must be approved by the Mission Director, cognizant Assistant Administrator, or Head of an Independent Office reporting directly to the Administrator, as appropriate. In no case may the contracting officer grant advanced annual leave in excess of the amount the contractor can accrue in a twelve (12)-month period or over the life of the contract, whichever is less. At the end of the period of performance or at termination, the contractor must reimburse USAID for any outstanding balance of advanced annual leave provided to the contractor under the contract.

(b) Sick Leave. The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 80-hour biweekly pay period, and the rate of accrual will be prorated if the contract provides for a shorter work schedule. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new

contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

(c) Home Leave. (1) The contractor may be granted home leave to be taken only in the U.S., its commonwealth, possessions, or territories, in one continuous period, under the following conditions:

(i) The contractor must complete twenty-four (24) continuous months of service abroad under this contract, and must not have taken more than thirty (30) workdays leave (annual, sick, or LWOP) in the U.S., its commonwealths, possessions, or territories. The required service abroad will include the actual days in orientation in the U.S. (excluding any language training), travel time by the most direct route, and actual days abroad beginning on the date of arrival in the cooperating country. Any annual and sick leave taken abroad, excluding leave without pay (LWOP), will count toward the period of service abroad. Any days of annual and sick leave taken in the U.S., its commonwealths, possessions, or territories will not be counted toward the required twenty-four (24) months of service abroad.

(ii) The contractor must agree to return immediately after completing home leave to continue performance for an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved in writing by the Mission Director before the contractor departs on home leave.

(iii) If the contractor agrees to meet the conditions in paragraph (c)(1)(ii) of this clause above by returning to the same USAID Mission under this contract or a new contract, the contractor may be granted thirty (30) workdays of home leave.

(iv) If the contractor agrees to meet the continued performance conditions of paragraph (c)(1)(ii) of this clause and will be relocating to a different USAID Mission under a new USAID personal services contract immediately following the completion of home leave, the contractor may be granted twenty (20) workdays of home leave. USAID will provide the contractor these twenty days of home leave under this contract, not under the new contract.

(v) If home leave eligibility is based on paragraph (c)(1)(iv) of this clause, prior to departure on home leave, the contractor must submit to the contracting officer at the current Mission, a copy of the new contract with a special award condition in the contract Schedule indicating the contractor's obligation to fulfill the commitment for continued performance in accordance with paragraph (c)(1)(ii) of this clause.

(2) Notwithstanding the requirements in paragraph (c)(1) of this clause, the contractor may be granted advanced home leave subject to all of the following conditions:

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

(ii) The contractor has served at least eighteen (18) months abroad, as defined in paragraph (c)(4) of this clause, at the same USAID Mission under this contract, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S.; and

(iii) The contractor agrees to return immediately to the same Mission to complete the time remaining to meet the twenty-four (24) month period of service required for home leave, which begins after the contractor returns from home leave, plus an additional—

(A) Two (2) years, or

(B) Not less than one (1) year, if approved by the Mission Director, under the current contract, or under a new contract for the same or similar services at the same Mission, before the contractor departs on home leave.

(3)(i) Home leave must be taken only in the U.S., its commonwealths, possessions, or territories. Any days spent in any other location will be charged to annual leave, or if the contractor does not have accrued annual leave to cover these days, the contractor will be placed on LWOP.

(ii) Travel time by the most direct route is authorized in addition to the home leave authorized under this “Leave and Holidays” clause. Salary during travel to and from the U.S. for home leave will be limited to the time required for travel by the most direct and expeditious route. Additional home leave travel requirements are included in the “Travel and Transportation Expenses” clause of this contract.

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

(iv) Unused home leave is not reimbursable under this contract.

(4) The contracting officer may authorize the contractor to spend no more than five (5) days in work status for consultation at USAID/Washington while on home leave in the U.S., before returning abroad. Consultation in excess of five (5) days or at locations other than USAID/Washington must be approved in advance by the Mission Director or the contracting officer.

(d) Home Leave for Qualifying Posts. (1) If the contractor ordinarily qualifies for home leave and has completed a 12-month period at one of the USAID qualifying Missions, as announced by the Department of State or USAID, the contractor is entitled to ten (10) workdays of home leave in addition to the home leave the contractor is normally entitled to in accordance with paragraph (c) of this “Leave and Holidays” clause.

(2) There is no requirement that an eligible contractor take this additional home leave for qualifying Missions; it is for use at the contractor's option. If the contractor is eligible and elects to take such home leave, the contractor must take all ten (10) workdays at one time in the U.S. under the conditions described in paragraphs (c)(3) and (c)(4) of this clause. If the contractor is returning to the U.S. and not returning abroad to the same or different USAID Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

(e) Holidays and Administrative Leave. The contractor is entitled to all holidays and administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

(f) Military Leave. Military leave of not more than fifteen (15) calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces, provided that the military leave has been approved, in advance, by the contracting officer or the Mission Director. A copy of the contractor's official orders and the contracting officer or Mission Director approval will be part of the contract file.

(g) Leave Without Pay (LWOP). The contractor may be granted LWOP only with the written approval of the contracting officer or Mission Director, unless a such leave is requested for family and medical leave purposes under paragraph (i) of this clause.

(h) Compensatory Time. USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S.-direct hire employees. The contractor may use earned compensatory time off in accordance with policies that apply to USAID direct-hire employees.

(i) Family and Medical Leave.

(1) USAID provides family and medical leave for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

(2) Family and medical leave only applies to USPSCs, not any other type of PSC.

(3) In accordance with 29 CFR 825.110, to be eligible for family and medical leave, the contractor must have--

(i) Been employed or under contract for at least twelve (12) months with a U.S. federal agency as a direct-hire or a personal services contractor; and

(ii) Performed at least 1,250 hours of service with a U.S. federal agency as a direct hire or a personal services contractor during the previous 12-month period immediately preceding the commencement of family and medical leave.

(4) In accordance with 29 CFR 825.200(a), and USAID's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick leave earned under the terms of this contract. If the contractor does not choose to substitute accrued paid leave, the contracting officer, in consultation with the contractor's supervisor, may require the contractor to substitute accrued paid leave for LWOP. The contracting officer must obtain the required certifications for approval of family medical leave in accordance with USAID policy. The contractor must notify the contractor's Supervisor of the intent to substitute paid leave for LWOP prior to the date such paid leave commences. After having invoked the entitlement to family and medical leave and taking LWOP for that purpose, the contractor cannot retroactively substitute paid leave for the LWOP

already taken under family and medical leave.

(6) Family medical leave is not authorized for any period beyond the completion date of this contract.

(7) When requesting family medical leave, the contractor must submit the relevant leave request in writing, including certifications and other supporting documents required by 29 CFR 825 and USAID policy in ADS 309.

(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) *Paid Parental Leave.*

(1) (i) The contracting officer must not authorize paid parental leave for a contract with a period of performance of one year or less with no option periods. If the contractor is eligible for family and medical leave in accordance with paragraph (i) "Family and Medical Leave" of this clause, then instead of family and medical leave, the contractor may be authorized to take paid parental leave as specified in this paragraph (j), similar to that provided to USAID direct-hire employees.

When authorized to do so by the contracting officer, the contractor may elect to substitute paid parental leave for up to twelve (12) workweeks of family and medical leave, as specified in paragraph (i) of this clause. The contractor may take such paid parental leave after the occurrence of the birth or placement of a child which results in the contractor assuming and continuing a parental role with respect to the newly born or placed child in accordance with the requirements of this paragraph (j).

(ii) Paid parental leave is available to the contractor based on a full-time or part-time work schedule. Paid parental leave is converted to hours whereby if the contractor is on a full-time work schedule, the hours equivalent to 12 workweeks is a maximum of 480 hours. If the contractor is on a part-time schedule, the hours equivalent to 12 workweeks is prorated and derived by multiplying six (6) times the number of hours in the contractor's work schedule over a biweekly pay period. For example, if the contractor's part-time work schedule consists of 40 hours in a biweekly pay period, the maximum amount of paid parental leave would be 240 hours.

2) Paid parental leave may be taken intermittently or on a reduced leave schedule, subject to the mutual agreement of the contractor and their supervisor. Paid parental leave must be used no later than the end of the 12-month period beginning on the date of the birth or placement involved. At the end of that 12-month period, any unused balance of paid parental leave expires and is not available for future use. No payment will be made for unused or expired paid parental leave. Paid parental leave is not annual leave, and thus will not be included in any lump-sum payment for annual leave following completion or termination of the contract.

(3) To establish the contractor's eligibility for paid parental leave, the contracting officer will require the contractor to provide documentation of entitlement and a signed certification.

(i) The appropriate documentation of entitlement may include, but is not limited

to, a birth certificate or a document from an adoption or foster care agency regarding the placement to show that the contractor's use of paid parental leave is directly connected with the birth or placement of a child.

(ii) By signing the certification, the contractor is attesting that the paid parental leave is being taken by the contractor in connection with the documented birth or placement, and that the contractor has a continuing parental role with respect to the newly born or placed child.

(iii) The contracting officer will require the contractor to provide the documentation and certification required under this paragraph (j)(3) in accordance with USAID's internal policies available in ADS 309.

(4) (i) The contractor may not use any paid parental leave unless the contractor agrees in writing, before commencement of the leave, to return immediately after completing paid parental leave to continue performance under this contract for at least 12 workweeks. This 12-workweek mandatory performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking paid parental leave, whether taken consecutively or intermittently. The contractor's mandatory performance obligation is fixed at 12 workweeks regardless of the amount of leave used by the contractor.

(ii) Any paid parental leave taken by the contractor, as well as the contractor's 12-workweek mandatory performance obligation, must be completed by the end of the contract period of performance, subject to paragraph (j)(5) of this clause. For purposes of paid parental leave, if this contract includes option periods, the end of the contract period of performance includes all option periods, even if the options are not yet exercised, unless the contracting officer has already determined that the remaining option period(s) will not be exercised. Due to the contractor's 12-workweek mandatory performance obligation, the contracting officer will not authorize any paid parental leave in the last 12 workweeks before the end of the contract period of performance. In the last 24 workweeks before the end of the contract period of performance, the contracting officer will only authorize the amount of paid parental leave that can be taken before the contractor's 12-workweek mandatory performance obligations begins. This will allow time for the contractor to comply with the 12-workweek mandatory performance obligation.

(iii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the mandatory performance obligation agreement before the period of leave, such leave may be temporarily authorized or retroactively invoked upon return to duty, subject to a determination that, in the Agency's judgment, the contractor was incapable of entering into such agreement in accordance with the requirements of this paragraph (j)(4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the contractor's 12-workweek mandatory performance obligation, the contractor learns, or decides, they will not be able or willing to complete the performance obligation, the contractor must notify their supervisor and contracting officer of the situation as soon as possible. After receiving such notice, the contracting officer will coordinate with the supervisor to determine whether reimbursement is required in accordance with this paragraph (j)(5).

(ii) If the contractor fails to return to work to fulfill the contractor's 12-workweek mandatory performance obligation, the Agency will require reimbursement from the contractor of an amount equal to the total amount of the Government contributions paid by the Agency to or on behalf of the contractor to maintain the contractor's health insurance coverage during the period of paid parental leave.

(iii) The contracting officer may waive the reimbursement requirement of this paragraph (j)(5) if the contractor is unable to fulfill the 12-workweek mandatory performance obligation for any of the following reasons:

(A) In the Agency's judgment, the contractor is unable to return to work because of the continuation, recurrence, or onset of a serious health condition (including mental health) of the contractor or the newly born or placed child—but only if the condition is related to the applicable birth or placement; or

(B) in the Agency' judgment, the contractor is unable to return to work due to circumstances beyond the contractor's control that precludes performance under the contract; or

(C) the contracting officer terminates the contract for convenience in accordance with the clause entitled "Termination", or does not exercise any option period.

(k) Leave Records. The contractor must maintain their current leave records and make them available as requested by the Mission Director or the contracting Officer.

[End of Clause]

APPENDIX 3

52.222-50 Combating Trafficking in Persons (Nov 2021)

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

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

Coercion means-

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

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

Commercially available off-the-shelf (COTS) item —

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

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

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

Forced Labor means knowingly providing or obtaining the labor or services of a person-

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

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

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

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

- (ii) Advertising
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; and
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-
- (i) Paid in property or money;
 - (ii) Deducted from wages;
 - (iii) Paid back in wage or benefit concessions;
 - (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
 - (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
- (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge employees or potential employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so;
or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards;
or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work

document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

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

(1) Notify its employees and agents of-

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

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

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

(d) *Notification.*

(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.

(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 \$550,000.

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

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

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

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

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the 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.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees 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-

(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-

(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 \$550,000.

(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]
(End of Solicitation)