



**SOLICITATION NUMBER:** 720BHA22R00016

**ISSUANCE DATE:** February 25, 2022

**CLOSING DATE AND TIME:** June 17, 2022, 12:00 P.M. Eastern Time

**SUBJECT:** Solicitation for U.S. Personal Service Contractor (USPSC)

Dear Prospective Offerors:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID) Office of Middle East, North Africa, and Europe (MENA), is seeking offers from qualified U.S. citizens to provide personal service as Syria Disaster Assistance Response Team (DART) Humanitarian Program Officer under a United States Personal Services Contract (USPSC), as described in the solicitation.

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

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

(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.

2. USPSC Offeror form AID 309-2. Offerors are required to complete sections A through I. This form must be physically signed. Electronic signatures will not be accepted. AID 309-2 is available at <http://www.usaid.gov/forms>.

**NOTE REGARDING ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS**

The contractor will be required to show proof that the contractor is fully vaccinated against COVID-19 on or before the first date of onboarding, or submit an approved reasonable accommodation to the CO. If the contractor does not meet this requirement the contract may be terminated.

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

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

**NOTE:** As of March 28, 2018, all new [SAM.gov](https://sam.gov) entity registrations will now require a signed notarized letter identifying the authorized Entity administrator for the entity associated with the DUNS number. Additional information on the format of the notarized letter and where to submit can be found via the below Federal Service Desk link:

[https://www.fsd.gov/fsd-gov/answer.do?sysparm\\_kbid=d2e67885db0d5f00b3257d321f96194b&sysparm\\_search=kb0013183](https://www.fsd.gov/fsd-gov/answer.do?sysparm_kbid=d2e67885db0d5f00b3257d321f96194b&sysparm_search=kb0013183)

Offerors can expect to receive a confirmation email when offer materials have been received. Offerors should retain for their records copies of all enclosures which accompany their offers. Your complete resume must be emailed to:

**MENAE Recruitment Team**

E-Mail Address: [BHA.MENAERecruitment@usaid.gov](mailto:BHA.MENAERecruitment@usaid.gov)

Website: [www.BHAjobs.net](http://www.BHAjobs.net)

Any questions on this solicitation may be directed to the MENAE Recruitment Team via the information provided above.

Sincerely,

Sonja Stroud-Gooden  
Contracting Officer

**I. GENERAL INFORMATION****1. SOLICITATION NO.:** 720BHA22R00016**2. ISSUANCE DATE:** February 25, 2022**3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS:** June 24, 2022, 12:00 P.M. Eastern Time

This solicitation is open and continuous until (insert date). The following are the closing dates for each review period:

March 25, 2022, 12:00 P.M. Eastern Time

June 24, 2022, 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 cancelled at the **Office of Humanitarian Business and Management Operations' (HBMO) discretion.**

**4. POINT OF CONTACT:** MENAE Recruitment Team,  
[BHA.MENAERecruitment@usaid.gov](mailto:BHA.MENAERecruitment@usaid.gov)**5. POSITION TITLE:** Syria DART Humanitarian Program Officer**6. MARKET VALUE:** \$68,299 - \$88,238 equivalent to **GS-12** (not eligible for locality pay)

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

**7. PERIOD OF PERFORMANCE:** Five (5) years**8. PLACE OF PERFORMANCE:** Adana, Turkey

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 Washington training, the Syria DART Humanitarian Program Officer will be assigned to the place of performance. At any time, at the discretion of BHA Headquarters and in consultation with the Embassy and the Mission, the USPSC may be reassigned/relocated to Gaziantep, Turkey where the individual services are needed

**9. ELIGIBLE OFFERORS:** U.S. Citizens**10. SECURITY LEVEL REQUIRED:** Ability to obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information level clearance as provided by USAID.

## 11. STATEMENT OF DUTIES

### POSITION DESCRIPTION

#### BACKGROUND

The United States Agency for International Development (USAID)'s Bureau for Humanitarian Assistance (BHA) is responsible for facilitating and coordinating U.S. Government (USG) humanitarian assistance overseas in response to all types of international disasters, including slow-onset disasters such as droughts or famine, natural disasters such as earthquakes or floods, or man-made disasters such as conflict or war. BHA is responsible for planning, coordinating, developing, achieving, monitoring, and evaluating international humanitarian assistance falling into two conceptual areas:

- *Humanitarian Response* activities comprise needs-based humanitarian assistance provided to save lives, alleviate suffering, and protect human dignity during and in the aftermath of emergencies. Humanitarian assistance is grounded in humanitarian principles and is directed toward the most vulnerable populations.
- *Early Recovery, Risk Reduction, and Resilience (ER4)* activities will set the initial foundations for longer-term recovery as appropriate, and will work in close conjunction with humanitarian assistance. Early recovery is an approach that supports communities impacted by crises to protect and restore basic systems and service delivery. Early recovery builds on humanitarian response efforts and establishes the initial foundations of long-term recovery. Early recovery activities are implemented for a specified, appropriate timeframe that assists populations recovering from an identifiable shock. Risk reduction is the prevention of new and reduction of existing disaster risk and management of residual risk, which contributes to strengthening resilience and to the achievement of sustainable development. Resilience is the ability of people, households, communities, countries, and systems to mitigate, adapt to, and recover from shocks and stresses in a manner that reduces chronic vulnerability and facilitates inclusive growth.

BHA has seven offices, as follows:

The Bureau's three geographic offices are: (1) Office of Africa; (2) Office of Asia, Latin America and the Caribbean; and (3) the Office of the Middle East, North Africa and Europe. Each geographic office designs, provides, and assesses humanitarian assistance for their respective regions, including assistance related to responding to, recovering from, and reducing the risk of man-made and natural disasters, while linking with other USAID investments that build resilience.

The Office of Global Policy, Partnerships, Programs, and Communications (G3PC) shapes and influences USAID's role within the international humanitarian system; leads engagement on a range of policy, programmatic, and operational issues; and positions the Agency to influence collective response to emergency needs across the globe.

The Office of Technical and Program Quality (TPQ) leads the Bureau's efforts to provide high-quality programmatic and technical leadership, oversight, and guidance. In addition, TPQ leads

the Bureau's external engagement with academia and coordinates research to advance the effectiveness, efficiency, and impact of humanitarian and multi-year programming.

The Office of Humanitarian Business and Management Operations (HBMO) is responsible for maintaining 24/7 operability by providing leadership, planning, quality assurance, technical expertise, and process management. HBMO ensures effective stewardship of the Bureau's support services, including workforce planning, staffing, financial management, internal controls, facilities operations and infrastructure.

The Office of Field and Response Operations (FARO) leads and manages operational assistance and the purchase and delivery of goods and services in response to declared foreign disasters and international humanitarian needs in key functional areas, including supply-chain management, procurement, logistics, oversight, and operational coordination with the U.S. military.

## **INTRODUCTION**

BHA has been responding to humanitarian needs resulting from the conflict in Syria since February 2012. The USG has allocated over \$10.5 billion in humanitarian assistance to support humanitarian programs. USAID's programs are currently being managed by a Disaster Assistance Response Team (DART), located in Turkey, Jordan, and Hungary, and supported by a Response Management Team (RMT) in Washington, D.C. USAID anticipates significant additional humanitarian programming in 2022 and beyond.

## **OBJECTIVE**

BHA requires the services of a Syria Disaster Assistance Response Team (DART) Humanitarian Program Officer (HPO) based in Adana, Turkey, to meet its objectives of programming, monitoring, coordinating, and evaluating USG humanitarian programs in Syria. At any time, at the discretion of BHA Headquarters and in consultation with the Embassy and the Mission, the USPSC may be reassigned/relocated to Gaziantep, Turkey where the individual services are needed.

Should BHA no longer require or maintain this position's full-time presence in Turkey, the individual may be relocated to Washington, D.C., or be temporarily deployed to a field office as determined by response leadership.

## **DUTIES AND RESPONSIBILITIES**

This position requires a Syria Response HPO based in Adana, Turkey, as determined in consultation with the Embassy and the Mission and subject to security and programmatic considerations. The HPO must be prepared to function effectively in a challenging and restrictive work environment and be willing to strictly adhere to U.S. Embassy security guidelines.

The HPO in Adana, Turkey, will manage response planning, assessing, reporting, personnel tracking, information analysis, and documentation activities and make recommendations based on an analysis of information. Working directly under the guidance and supervision of the Planning Coordinator or his/her designee, the HPO will:

### **Contextual Specialty**

- Develop and maintain specialized understanding of humanitarian developments within Syria to include political, social, and operational issues impacting humanitarian efforts.
- Develop and maintain knowledge of USAID, USG, and U.S. humanitarian priorities and strategies within Syria and of BHA's contributions to those efforts.
- Provide regular reporting on issues related to the humanitarian situation.
- Provide overviews of patterns and trends in the humanitarian situation and keep the Planning Coordinators, Deputy Team Lead, and other program staff across the Field and Headquarter Teams on response issues.
- Provide regular reports on site visits, meetings, general atmospheric, and other issues that impact humanitarian relief efforts.
- Prepare briefing papers, notes and presentations on BHA programming for official USG visitors interested in humanitarian issues.

### **Portfolio Management**

- Work in close coordination with BHA's program staff based in Washington, D.C. and in regional countries to develop BHA's programming for humanitarian assistance in Syria and the region.
- Support team efforts to continually assess emergency response needs in order to ensure that BHA's programs are appropriately responsive.
- In close coordination with the Deputy Team Leader, Planning Coordinators, and RMT Programming/Planning Team, work with non-government organizations (NGOs), international organizations (IOs), and United Nations (UN) agencies that are developing proposals for BHA (including grant amendments and extensions) and ensure that draft proposals are in compliance with *BHA's Guidelines for Unsolicited Proposals and Reporting*.
- Review concept papers and proposals and provide recommendations and comments to BHA for final funding determination.
- Assist designated Agreement Officer's Representatives in managing humanitarian awards by providing field-based insights, knowledge, and perspectives.
- Monitor designated programs by meeting regularly with NGO and UN agencies.
- Travel as permitted to support team efforts to assess, evaluate and monitor humanitarian conditions, and make strategic recommendations for appropriate interventions.

### **Representation:**

- Support the country team in maintaining relations with senior leadership in the humanitarian community through regular coordination and collaboration with BHA, relevant USG staff, and the humanitarian community.
- Assist the country team to coordinate with the donor community on policy issues affecting humanitarian operations, and develop integrated, non-duplicative programs, as needed.
- Engage in, and report on, joint donor humanitarian evaluations and UN-led assessments, and participate actively in the international community response structures.
- Prepare briefing papers, notes, and presentations on BHA programming for official USG visitors interested in humanitarian issues.

- Represent BHA with various audiences, as requested.

### **Leadership:**

- Serve as peer mentor to team members on grants and portfolio management, to include BHA's business processes, portfolio-specific budget and workload management, and post-award monitoring and management, especially for short-term staff who assist the response on the portfolio.
- Participate in office-wide discussions on initiatives that impact program implementation to provide field-based perspectives, as assigned.

### **General Duties**

- Remain current in all BHA training related to program support and development, as well as response readiness training. This includes completion of technical training, award management training and certifications as required, Response Management System essentials, BHA Fundamentals, and others as assigned and/or required.
- May serve as needed, on Washington-based RMTs, which provide services and support to DARTs deployed in response to disasters.
- May serve on DARTs which may require immediate (within 24 hours) deployment overseas for an extended period of time.
- As needed, may serve on temporary detail within the region to meet operational needs during staff shortages. Duties performed while on detail will be aligned with the Team's existing duties and responsibilities and will be directly related to the scope of work provided.
- Consistently model behaviors that demonstrate a commitment to fostering a non-hostile work environment free of discrimination, bias, unfairness, exclusion, offensive behaviors, and harassment of any kind.
- Engage in at least one workforce diversity initiative or activity focused on helping to improve the organizational culture. Attend and actively participate in diversity and harassment training opportunities, brown bag sessions or focus group discussions.
- Lead and foster a collaborative, respectful, and professional work environment by demonstrating partnership and teamwork to accomplish team, office, and bureau objectives.
- Become certified and serve as an Agreement Officer's Representative/Contracting Officer's Representative (AOR/COR), as assigned. The AOR/COR provides financial and programmatic oversight of all aspects of managing the agreement or contract; this includes but is not limited to reviewing invoices, requests for approvals, program/project deliverables (i.e. work plans, annual reports, month status reports), travel requests, key personnel requests, and financial/budget reports. They are responsible for drafting and submitting the annual contractor performance evaluation in Contract/Assistance Performance Assessment Review System. They prepare and review contract/assistance modifications documentation and assist the Contracting/Agreement Officer to ensure performance is compliant with the terms and conditions of the contract/agreement, the FAR, and USAID policy. AOR/CORs are responsible for all related requirements in the [COR designation letter](#) and the [AOR designation letter](#).

### **SUPERVISORY RELATIONSHIP:**

The USPSC will take direction from and will report directly to the Deputy Team Lead or his/her designee for the Syria Response in Adana, Turkey.

### **SUPERVISORY CONTROLS:**

Supervisor sets overall objectives and resources available. The USPSC consults with his/her supervisor to develop deadlines, projects and work to be done. The USPSC is responsible for planning and carrying out assignments. The USPSC is responsible for planning approach or methodology to be used in carrying out assignments.

### **12. PHYSICAL DEMANDS**

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 moderately heavy items (less than 50 pounds).

### **13. WORK ENVIRONMENT**

Work is primarily performed in an office setting. 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.

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

## **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.)

Bachelor's degree in any discipline, including but not limited to, international relations, economics, food policy, public health, disaster management or a related field and a minimum of five (5) years of progressively responsible experience in emergency relief and humanitarian assistance, which must include at least one (1) year of on-the-ground international field experience working in humanitarian assistance. International field experience must include one or more of the following: emergency relief operations, monitoring and evaluating humanitarian programs, or needs assessment and analysis.

### **OR**

Master's degree in any discipline, including but not limited to, international relations, economics, food policy, public health, disaster management or a related field and a minimum of four (4) years of progressively responsible experience in emergency relief and humanitarian assistance, which must include at least one (1) year of on-the-ground international field experience working in humanitarian assistance. International field experience must include one or more of the



following: emergency relief operations, monitoring and evaluating humanitarian programs, or needs assessment and analysis.

### **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>.

#### **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 cover page 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 will not be accepted.
- Ability to obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information level clearance as provided by USAID.
- Ability to obtain and maintain a Department of State medical clearance throughout the contract.
- Must not appear as an excluded party in the System for Award Management (SAM.gov).
- Satisfactory verification of academic credentials.

#### **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 evaluation of writing tests will also take into consideration the quality of written responses. Aspects of written responses including, but not limited to typos, grammatical errors, spelling errors, and incomplete sentences will be factored into the evaluation process. The rating factors are as follows:

##### **Professional Experience (30 points)**

- (Field Experience) Experience nationally or internationally to include any of the following: supporting or directly implementing programming related to development, disaster preparedness, mitigation, response, or recovery.

- (Program Design and Management) Experience managing USG awards in an organization to include any of the following: strategy or program design, proposal development or review, or implementation of regulatory compliance or monitoring.
- (Representation/Communication) Experience representing program or policy issues to leadership within an organization.
- (Representation/Communication) Experience with external representation to humanitarian or development partners on program or policy matters.

### **Interview Performance (40 points)**

### **Timed Writing Test (15 points)**

### **Satisfactory Professional Reference Checks (15 points)**

### **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 future phase of the selection process.

## **IV. SUBMITTING AN OFFER**

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

Qualified individuals are **required** to submit:

**1. Complete resume.** In order to fully evaluate your 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.

2. **USPSC Offeror form AID 309-2.** Offerors are required to complete sections A through I. This form must be physically signed. Electronic signatures will not be accepted. AID 309-2 is available at <http://www.usaid.gov/forms>.

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.

## DOCUMENT SUBMITTALS

**Via email:** [BHA.MENAERecruitment@usaid.gov](mailto:BHA.MENAERecruitment@usaid.gov)

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

**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.

**NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION**

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

**NOTE: REGARDING ADEQUATE SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS**

Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985). (c) Personal Services Contracts with individuals. As a matter of policy, the contractor must comply with the USAID's guidance applicable to direct-hire federal employees.

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

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

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

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Unique Entity Identifier at [https://www.acquisition.gov/far/part-52#FAR\\_52\\_204](https://www.acquisition.gov/far/part-52#FAR_52_204) and FAR 52.204-7, System for Award Management at [https://www.acquisition.gov/far/part-52#FAR\\_52\\_204](https://www.acquisition.gov/far/part-52#FAR_52_204) or [www.sam.gov](http://www.sam.gov).

**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 <http://www.forms.gov/bgfPortal/main.do>

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. Finger Print 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) Annual and Sick Leave

### 2. ALLOWANCES

Section numbers refer to rules from the [Department of State Standardized Regulations \(Government Civilians Foreign Areas\)](https://aoprals.state.gov/content.asp?content_id=282&menu_id=101), available at [https://aoprals.state.gov/content.asp?content\\_id=282&menu\\_id=101](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), and
- (j) Danger Pay (Section 650).

NOTE: Family members of USPSC's seeking employment in the local economy overseas need to be aware of the work permit regulations in the host country.

If a country does not have a bi-lateral work agreement with the U.S. Government, USPSCs must seek Chief of Mission and Contracting Office approval to seek employment in the local economy; approval is not guaranteed.

## **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/sites/default/files/documents/1868/aidar\\_0.pdf](https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf) .

ADS 309 – Personal Services Contracts can be found at:  
<https://www.usaid.gov/sites/default/files/documents/1868/309.pdf>

2. **Contract Cover Page form AID 309-1** available at <https://www.usaid.gov/forms> .  
**Five Year Table – Syria DART Humanitarian Program Officer**

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

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 Attachment 1 to the solicitation.

**AAPD 21-05 – Revised and Expanded Fringe Benefits for U.S. Personal Services Contractors**

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

**AAPD 18-02 REVISED - Medical Evacuation (MEDEVAC) Services**

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

**FAR 52.222-50 – Combating Trafficking in Persons**

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

**FAR 52.223-99—Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors**

FAR Clause 52.223-99 is hereby incorporated as Attachment 5 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> .

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

**ATTACHMENT 1**

**USPSC PROVISION “MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)**

**MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)**

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

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

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer’s liability is determined by the terms,

conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).

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

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

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation AAPD 06-10 PSC Medical Expense Payment Responsibility 6 Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible following such an issuance. The contractor must promptly file a claim with his or her medevac 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]

**ATTACHMENT 2**

**GP. 5 Leave and Holidays (NOV 2021)  
(Pursuant to class deviation #M/OAA-DEV-AIDAR-22-1-c)**

**(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.

(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 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 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 subparagraphs (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.

**(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.** 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 (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) 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 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 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) FML is not authorized for any period beyond the completion date of this contract.

(7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.

(8) The U.S. Department of Labor's (DOL's) [Wage and Hour Division \(WHD\) Publication 1420](#) explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

**(j) *Paid Parental Leave.***

(1) 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, 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).

(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 eligibility for paid parental leave, the contracting officer may require the contractor to provide documentation of entitlement and a signed certification. Appropriate documentation of entitlement is to show that the contractor's use of paid parental leave is directly connected with a birth or placement that has occurred, such as a birth certificate or a document from an adoption or foster care agency regarding the placement. By the signed 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.

(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 period of performance obligation begins on the contractor's first scheduled workday after the contractor concludes taking such leave, whether taken consecutively or intermittently, regardless of the amount of leave taken. The period of performance obligation by the contractor is fixed at 12 workweeks regardless of the amount of leave used by the contractor. Due to this 12-workweek mandatory period of performance obligation, the contracting officer will not authorize paid parental leave for use by the contractor within the last 12 workweeks before the contract end date, including option periods if any, regardless whether exercised. Within the last 24 workweeks of the contract, because of the mandatory 12-week period of obligation, the contracting officer will only authorize paid parental leave for any time remaining before the contract end date beyond the 12-week mandatory period of performance. Any paid parental leave taken by the contractor as well as the 12-week period of performance obligation must be completed by the contract end date, including any option periods, regardless of whether exercised.

(ii) If the contractor is eligible for paid parental leave, but is physically or mentally incapable of entering into the period of 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 (4) at the time of the commencement of the leave entitlement.

(5) (i) If, during the period of paid parental leave or of the required 12-workweek period of performance obligation, the contractor learns, or decides, they will not be able or willing to complete the period of 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 (5).

(ii) If the contractor fails to return to work for the required 12-week 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 (5) if the contractor is unable to fulfill the required 12-workweek 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's 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 shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

### **30. Relocation Expense Benefit**

#### **Relocation Expense Benefit [Deviation (NOV 2021)]**

If the contractor's period of performance abroad is for twelve consecutive months or more, USAID may provide a one-time payment to assist the contractor with extraordinary relocation expenses as follows:

(a) A contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to an overseas post; or a personal services contractor relocating immediately from a prior USAID overseas post to the USAID overseas post under this contract, may receive a miscellaneous relocation expense payment of—

(1) \$750 or the equivalent of one week's pay, whichever is the lesser amount, if the contractor is unaccompanied; or

(2) \$1,500 or the equivalent of two weeks' pay, whichever is the lesser amount, if the contractor is accompanied with eligible family members.

(b) In addition, a contractor legally residing in, and relocating from the U.S., its



commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

- (1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.
- (2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (4) For each accompanying eligible family member occupant under age 12, a daily lodging amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.
- (5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses.
- (6) Expenses of local transportation are not allowable.
  - (c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.
  - (d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received. \* \* \* \*

a. A [contractor][PSC] who is required to relocate abroad for assignment at a duty station under

authority of the US Ambassador (i.e., under Chief of Mission authority) and accompanying eligible

a. A [contractor][PSC] who is required to relocate abroad for assignment at a duty station under authority of the US Ambassador (i.e., under Chief of Mission authority) and accompanying eligible family members; or a contractor on official travel status abroad on temporary duty or training, will be provided Medevac services through the Department of State, Bureau of Medical Services, similar to that provided to U.S. Government employees in 16 FAM 300 Medical Travel. Medevac costs that will be covered by USAID include travel and per diem, but do not include medical care costs. To be eligible for Medevac services covered by the Department of State Medevac program, the contractor and accompanying eligible family members must obtain and maintain international health insurance coverage in accordance with the clause of the contract entitled, "Insurance."

b. (1) A [contractor][PSC] who is required to relocate abroad for assignment or travel for temporary duty at a duty station under authority of the Department of Defense must obtain MEDEVAC service coverage including coverage for authorized dependents while performing personal services abroad. USAID will reimburse the total cost of MEDEVAC insurance to the PSC. The PSC must provide proof of coverage to the CO in order to receive reimbursement.

(2) Exception. A PSC and authorized dependents with a health insurance program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer are not required to obtain MEDEVAC service coverage.

[End of Provision]

**ATTACHMENT 3**

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

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

**GP 25. MEDICAL EVACUATION (MEDEVAC) SERVICES (DEC 2019)  
(Pursuant to class deviation #M/OAA-DEV-AIDAR-20-3c)**

A contractor who is required to relocate abroad and accompanying eligible family members; or a contractor on official travel status abroad on temporary duty or training, will be provided Medevac services through the Department of State, Bureau of Medical Services, similar to that provided to U.S. Government employees in 16 FAM 300 Medical Travel. Medevac costs that will be covered by USAID include travel and per diem, but do not include medical care costs.

To be eligible for Medevac services covered by the Department of State Medevac program, the contractor and accompanying eligible family members must obtain and maintain international health insurance coverage in accordance with the clause of the contract entitled, "Insurance."

[END CLAUSE]

## ATTACHMENT 4

## 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](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 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)

## ATTACHMENT 5

52.223-99, Alternate 70 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)-Alternate 70 (OCT 2021) (M/OAA-DEV-FAR-22-01c)

USAID will take no action to enforce the clause (FAR 52.223-99) implementing the requirements of Executive Order 14042, absent further written notice from USAID, where the place of performance identified in the contract is in a U.S. state or outlying area subject to a court order prohibiting the application of requirements pursuant to the Executive Order (hereinafter, “Excluded State or Outlying Area”). In all other circumstances, USAID will enforce the clause, except for contractor employees who perform substantial work on or in connection with a covered contract in an Excluded State or Outlying Area, or in a covered contractor workplace located in an Excluded State or Outlying Area. A current list of such Excluded States and Outlying Areas is maintained at <https://www.saferfederalworkforce.gov/contractors/>.

(End of clause)