



**SOLICITATION NUMBER:** 720BHA22R00046

**ISSUANCE DATE:** July 1, 2022

**CLOSING DATE AND TIME:** August 26, 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 Humanitarian and Management Operations (HBMO), is seeking offers from qualified U.S. citizens to provide personal service as a Contract/Senior Contract Specialist 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) **Offerors must notate on their resume whether they are applying for the GS-12, GS-13 or both positions.**
  - (b) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. **Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.**
  - (c) Specific duties performed that fully detail the level and complexity of the work.
  - (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
  - (e) U.S. Citizenship
  - (f) **Optional:** How did you hear about this opportunity? (beta.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 GS-12/13 Tandem Equivalent Level. 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 UNIQUE ENTITY IDENTIFIER (UEI) NUMBERS AND THE SYSTEM FOR AWARD MANAGEMENT**

All USPSCs with a place of performance in the United States are required to have a Unique Entity Identifier (UEI) 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://www.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)

Instructions to obtain a UEI can be found via the SAM.gov link.

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:

**HBMO Recruitment Team**

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

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

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

Sincerely,

[Sonja Stroud-Gooden](#)  
Contracting Officer

**I. GENERAL INFORMATION****1. SOLICITATION NO.:** 720BHA22R00046**2. ISSUANCE DATE:** July 1, 2022**3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS:** August 26, 2022, 12:00 P.M. Eastern Time

This solicitation is open and continuous until August 16, 2022. The following are the closing dates for each review period:

July 29, 2022, 12:00 P.M. Eastern Time

August 26, 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 canceled at **HBMO's discretion**.

**4. POINT OF CONTACT:** HBMO Recruitment Team, [BHA.HBMORecruitment@usaid.gov](mailto:BHA.HBMORecruitment@usaid.gov)**5. POSITION TITLE:** Contract /Senior Contract Specialist**6. MARKET VALUE:** \$89,834 - \$116,788 equivalent to **GS-12** and \$106,823 - \$138,868 equivalent to **GS-13**

Depending on the qualifications of the offeror, this position can be filled at either the GS-12 (\$89, 834 - \$116, 788) or GS-13 (\$106,823 - \$138,868) equivalent level, including Washington, D.C. locality pay. Final compensation will be negotiated within the listed market value of the GS-12 or GS-13 level based upon the offeror's established salary history.

**Offerors must notate on their resume whether they are applying for the GS-12, GS-13 or both. 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:** Washington, D.C.**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 human-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 human-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**

The primary purpose of the Office of Acquisition and Assistance of the Bureau for Management, (M/OAA) is to provide professional expertise in acquisition and assistance to USAID technical teams to acquire goods and services to enable technical teams to reach their goals and objectives. The Contract Specialist/Senior Contract Specialist is responsible for ensuring that acquisition instruments are appropriately selected, and that selected acquisition and assistance instruments are completed, negotiated, executed, administered, and implemented in a timely and effective manner that ensures the most efficient and effective achievement of results.

The Contract Specialist/Senior Contract Specialist must have thorough understanding and knowledge of acquisition and assistance laws, principles, policies, regulations, and procedures to (1) plan and manage procurement of Acquisition and Assistance (A&A) instruments for a variety of dollar funding levels; and (2) recognize that selection of A&A instruments are of critical importance and require the resolution of various issues and problems for which few precedents exist. The Contract Specialist/Senior Contract Specialist is expected to successfully manage all stages of the acquisition process to ensure compliance with Federal Regulations and Agency policy and procedures.

## **OBJECTIVE**

BHA requires the services of U.S. Personal Services Contractors (USPSCs) to serve as Contract Specialists/Senior Contract Specialists in M/OAA, specifically supporting BHA. They are responsible for all pre-award and post-award functions involving highly complex negotiated procurements of significant importance to the Agency. Requirements of the contracts (including USPSCs) and Interagency Agreements are typically highly specialized and involve complex systems or sensitive international programs. Given the nature of its mandate, BHA requires procurement support to A&A awards that are critical to the Agency, are highly visible, and oftentimes urgent. These USPSCs must excel at working in a fast-paced, dynamic, and demanding setting.

## DUTIES AND RESPONSIBILITIES

The Contract Specialist/Senior Contract Specialist will perform the following duties:

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

The Contract Specialist's tasks will require input, guidance, and direction from the OAA Supervisory Contracting Officer/Branch Chief and Senior Contract Specialist.

#### **Contract Compliance Review**

- Review contracts and other contractual documents.
- Monitor all acquisition strategy, documents, and instruments for a variety of highly specialized, complex, and unique contracts of BHA's diverse acquisition portfolio.
- Support Contracting Officer (CO) and Senior Contract Specialist by providing contract administration services to ensure terms and conditions are complied with and that the contractor delivers the required goods or services in a timely manner to achieve the objectives of the Agency's projects and programs. Responsibilities typically include:
  - Periodic site visits, review of changes to incremental funding, preparation of rate and cost adjustments, redirection of effort, coordination of time extension, incorporation of change orders, preparation of stop work orders, preparation of cure notices or show cause letters, and contract closeout for CO review and approval.
  - Advise technical office counterparts and contractors on their administration responsibilities contained in their award documents.
  - Evaluate the adequacy of the contractor's business management systems in areas such as personnel compensation, subcontracting procedures, and financial management.
  - Ensure the contractors and award recipient's compliance with applicable Cost Accounting Standards or other cost principles and requirements.
- Assist in the preparation of termination of contracts for the convenience of the Government or default by the contractor for the review and approval by the CO. Prepare all documentation necessary to support and defend termination decisions by the CO; negotiate termination claims.
- Assist the CO and Senior Contract Specialist in resolving audit findings on post-award audits.
- Assist in the drafting of the CO responses to protests by researching, analyzing, and developing necessary documentation and history.
- Assist the CO and Senior Contract Specialist in working with the Agency's Office of General Counsel (GC) prepare the Agency's position and CO reports, to support the USG's defense on protests to the U.S. Government Accountability Office (GAO).
- Conduct in-depth on-site evaluations of contracts, contracting procedures, contract planning, competition, cost analysis, organizations, employee qualifications, procurement and contract administration systems, and similar functions and make recommendations to the CO.

- Ensure compliance with requirements for all phases within the acquisition lifecycle. Reviews include all types of contracts (fixed price, cost-plus-fixed-fee, cost-plus-award-fee, incentive provisions, escalation provisions, etc.) for the procurement of major systems, research and development, equipment, construction, services, and supplies.

### **Monitoring and Evaluation of Contractor's Performance**

- Perform contract administration activities for procurements involving long-term, extensive technical service contracts and/or cost type contracts. Contract types vary with the complexity of the acquisition and the best interests of the Government, ranging from firm-fixed-price through cost-plus-fixed-fee types.
- Assist in the review and monitoring of contractor's performance on contract, regulatory and statutory provisions through telephone conversations, correspondence, reports, vouchers, and visits.
- Assist in the monitoring of contract performance, in reviewing for approval of progress payments, reviewing and providing recommendations on contractor proposals resulting from change orders, scheduling, problems that have arisen and proposed solutions, verification of deliveries, and similar activities.
- Prepare interpretations of contract provisions as applicable to contractors and provide appropriate advice and guidance to the CO and to other officials of the agency as appropriate.
- Assist in conducting in-depth analyses of contractors' financial and management systems and facilities to determine their compliance with USG or contractual requirements.

### **Procurement Program Planning Work**

- Stay up to date on federal and Agency-wide acquisition policies and procedures.
- Assist in the development of new plans, schedules, or methods to accommodate changing program requirements for acquisition programs for new or complex programs with ability to multi-task within varying assignments. Responsible for procurement planning activities in BHA, which include reviewing project papers and representing OAA at program planning meetings and regular status meetings.
- Within assigned major program(s), identify those significant subsystems, components, equipment, and services to be acquired by contract or by interagency agreement.
- Assist in creating developing objectives for assigned program(s) such as for competition and price range; constructing the contractual vehicle, which includes the use of pricing arrangements, subcontracting policy, and set-aside policies.
- Prepare and maintain current acquisition plans, appropriate milestone charts, and related schedules and keep OAA management informed of anticipated workload demands.
- Advise BHA program officials in project planning meetings of appropriate procurement instruments to be used.
- Assist BHA Contracting Officer's Representatives (CORs)/Agreement Officer's Representatives in drafting effective and contractible statements of work, in preparing evaluation criteria, proposal instructions, and other supporting documents for Request for Proposals (RFPs), Task Orders, and /or any other acquisition instruments.
- Advise BHA field personnel during disaster responses on resolution of special procurement problems associated with waiver requests, expediting of deliveries, apparent overlapping of responsibilities, and resolution of claims, as necessary.

- Ensure that all information regarding the status of assigned procurement actions are in the Global Acquisition & Assistance System databases and/or current systems are up to date to monitor completion of work tasks.

### **Analyzing Sources of Items/Services Procured**

- Assist in developing new or innovative acquisition plans, source selection plans, and contract terms, conditions, or financial arrangements that serve as models for future major acquisitions.
- Be aware of and assess the market to locate new procurement sources and determine the availability of items or services with specialized requirements.
- Perform detailed analyses of all elements of cost in contractor proposals.
- Assist the CO in determining competitive range and prepare defensible justifications when required.
- Assist in obtaining the appropriate and relevant data from business and technical officials.
- Assist in responding to questions concerning such topics as specification changes, language ambiguities, or clarification of contract clauses or subcontracts.
- Assist the CO and Senior Contract Specialist in exploring new or innovative contracting approaches to arrive at equitable contract arrangements.

### **Negotiating Procurement of Products and Services Using a Variety of Contract Types**

- Assist in the planning of the negotiation strategy, in coordinating the strategy with the negotiation team, and in negotiating terms of the contract, which are conducted with contractors to develop contract prices and terms.
- Assist in managing the acquisition process from inception through negotiation, award, administration, and close-out; recommend awards to the CO; prepare contractual instruments, including for PSCs, for signature of the CO; prepare memorandum of negotiation; organize and prepare pre- and post-award debriefs.
- Assist in coordinating with BHA program teams on a variety of contract instruments requiring the development of new or modified evaluation criteria, reporting requirements, and contractual arrangements.
- Forecast labor and material costs when unknowns are involved; locate or develop sources, develop approaches for procurements lacking precedent, and resolve major differences in the interpretation of the statement of work (SOW) during discussions and negotiations.
- Assist the CO in the negotiation process of executing Participating Agency Services Agreements (PASAs) and Resource Support Services Agreements (RSSAs) within delegated authority and in accordance with statutory and procedural regulations and general agreements with other Federal agencies. Negotiations include prices, terms, special conditions, and amendments. Coordinate PASAs and RSSAs with officials in participating Federal agencies and with Mission officials, as necessary.

### **Policy Research, Analysis, and Interpretation**

- Analyze a variety of contracting policy issues and problems and identify alternative courses of action.
- Provide technical advice to BHA management, program staff, and COs on matters pertaining to contracting policies and procedures; provide advice upon request regarding

specific situations or problems and upon receipt of changed procedures involving regulations, laws, and good business practices.

#### **Other**

- Attend BHA trainings as necessary to better understand programmatic aspects of the office and how this translates into procurement requirements.
- Assist in conducting brown bags and other informational sessions to educate BHA staff on changes in procurement policy or other relevant subject matter.

#### **At the GS-13 Equivalent Level:**

The Senior Contract Specialist's tasks will be primarily performed independently with minimal or little input, guidance, and direction from the OAA Supervisory Contracting Officer/Branch Chief or his/her designee.

#### **Contract Compliance Review**

- Conduct reviews of complex, highly specialized and/or unique contracts, and relevant and supporting documentation.
- Monitor all acquisition strategy, documents, and instruments for a variety of highly specialized, complex, and unique contracts of BHA's diverse acquisition portfolio.
- Support the CO by providing contract administration services to ensure terms and conditions are complied with and that the contractor delivers the required goods or services in a timely manner to achieve the objectives of the Agency's projects and programs. Responsibilities typically include:
  - Periodic site visits, review of changes to incremental funding, preparation of rate and cost adjustments, redirection of effort, coordination of time extension, incorporation of change orders, preparation of stop work orders, preparation of cure notices or show cause letters, and contract closeout for CO review and approval.
  - Advise technical office counterparts and contractors on their administration responsibilities contained in their award documents.
  - Evaluate the adequacy of the contractor's business management systems for areas such as personnel compensation, subcontracting procedures, and financial management.
  - Ensure the contractors and award recipient's compliance with applicable Cost Accounting Standards or other cost principles and requirements.
- Prepare termination of contracts for the convenience of the Government or default by the contractor for the review and approval by the CO. Prepare all documentation necessary to support and defend termination decisions by the CO. Negotiate termination claims.
- Assist the CO in resolving audit findings on post-award audits.
- Draft, for the CO, responses to protests by researching, analyzing, and developing necessary documentation and history.
- Work with the Agency's GC in preparing the Agency's position, and CO reports, to support the Government's defense on protests to the US GAO.
- Conduct in-depth on-site evaluations of contracts, contracting procedures, contract planning, competition, cost analysis, organizations, employee qualifications,

procurement, and contract administration systems and similar functions, and make recommendations to the CO.

- Ensure compliance with requirements for all phases within the acquisition lifecycle. Reviews include all types of contracts (fixed price, cost-plus-fixed-fee, cost-plus-award-fee, incentive provisions, escalation provisions, etc.) for the procurement of major systems, research and development, equipment, construction, services, and supplies.

### **Monitoring of Contractor's Performance**

- Perform contract administration activities for significant, highly specialized procurements involving long-term, extensive technical service contracts and/or cost type contracts. Contract types vary with the complexity of the acquisition and the best interests of the Government, ranging from firm-fixed-price through cost-plus-fixed-fee types.
- Independently review and monitor contractor's performance on contract, regulatory, and statutory provisions through telephone conversations, correspondence, reports, vouchers, and visits.
- Independently monitor status of contract performance, review for approval of progress payments, review and provide recommendations on contractor proposals resulting from change orders, scheduling, problems that have arisen and proposed solutions, verification of deliveries, and similar activities.
- Prepare for the CO and other officials of the Agency, interpretations of contract provisions as applicable to contractors, and provide appropriate advice and guidance.
- Conduct in-depth analyses of contractors' financial and management systems and facilities for ability to perform and for compliance with Government or contractual requirements.
- In consultation with M/OAA Supervisory Contracting Officer/Branch Chief, advise BHA CORs on issues arising during contractor performance to develop solutions related to contractor performance.

### **Procurement Program Planning Work**

- Develop new plans, schedules, or methods to accommodate changing program requirements for acquisition strategies for new or complex programs with ability to multi-task within varying assignments. Responsible for procurement planning activities in BHA, which may include reviewing project papers and representing M/OAA at program planning meetings and regular status meetings.
- Identify, within assigned major program(s), those significant subsystems, components, equipment, and services to be acquired by contract or by interagency agreement.
- Develop objectives for the program in terms of competition and price range, and construct the contractual vehicle, which includes the use of pricing arrangements, subcontracting policy, set-aside policies, and similar considerations.
- Prepare and maintain current acquisition plans, appropriate milestone charts, and related schedules and keep M/OAA management informed of anticipated workload demands.
- Anticipate problems and provide advice to BHA project personnel on effective implementation and time frames required to ensure they are met. When designated by the CO as his/her designated representative, serve on project review committee(s) in an advisory capacity.

- In project planning meetings, advise BHA program officials of the procurement instruments to be used and assist BHA CORs in drafting effective SOWs, evaluation criteria, proposal instructions, and other supporting documents for RFPs, Task Order, and/or any other acquisition instruments.
- Provide guidance to new BHA project/technical staff on USAID regulations, Automated Directive System, Federal Acquisition Regulations, and USAID Acquisition Regulation requirements.
- Direct and lead Contract Specialists assigned to the project(s) within the area of responsibility by reviewing their work and providing on-the-job training.
- Provide services to BHA field personnel during disaster responses by advising on resolution of special procurement problems associated with waiver requests, expediting of deliveries, apparent overlapping of responsibilities, and resolution of claims.
- Prepare solicitation documents.

### **Analyzing Sources for the Items/Services Procured**

- Develop new or innovative acquisition plans, source selection plans, and contract terms, conditions or financial arrangements that serve as models for future major acquisitions.
- Survey the market to locate new procurement sources and determine availability of items or services with specialized requirements.
- Perform detailed analyses of all elements of cost in contractor proposals.
- Assist the CO in determining the competitive range and prepare defensible justifications when required.
- In coordination with BHA program staff, conduct pre-proposal conferences with prospective contractors to arrive at a clear understanding of what is required under the proposed contract.
- Obtain appropriate data from business and technical officials.
- Draft necessary modifications to clarify questions concerning such topics as specification changes, language ambiguities, or clarification of contract clauses or subcontracts.
- Explore new or innovative contracting approaches to arrive at an equitable contract arrangement.
- In the absence of meaningful cost and price information, develop creative approaches to developing the necessary comparative data.

### **Negotiating Procurement of Products and Services Using a Variety of Contract Types**

- Serve as lead negotiator responsible for a significant program or for major acquisition procurements.
- Plan the negotiation strategy, coordinate the strategy with the negotiation team, and lead the negotiations which are conducted with contractors to develop the contract prices and terms.
- Manage the acquisition process from inception through negotiation, award, administration, and close-out; make awards recommendation to the CO; prepare contractual instruments, including for PSCs, for signature of the CO; prepare the memorandum of negotiation; organize and prepare pre- and post-award debriefs.
- Coordinate with BHA program teams on a variety of contracts instruments requiring the development of new or modified evaluation criteria, reporting requirements, and contractual arrangements.

- Forecast labor and material costs when unknowns are involved, locating or developing sources, developing approaches for procurements lacking precedent, and resolving major differences in the interpretation of the SOW during discussions and negotiations.
- Negotiate and assist the CO in executing PASAs and RSSAs within delegated authority and in accordance with statutory and procedural regulations and general agreements with other Federal agencies. Negotiations include prices, terms, special conditions, and amendments. Coordinate PASAs and RSSAs with officials in participating Federal agencies and with Mission officials, as necessary.

### **Policy Research, Analysis, and Interpretation**

- Analyze a variety of contracting policy issues and problems and identify alternative courses of action.
- Provide technical advice to BHA management and program staff and COs on matters pertaining to contracting policies and procedures and provide advice upon request regarding specific situations or problems and upon receipt of changed procedures involving regulations, laws, and good business practices.
- Provide guidance and review of debrief letters.

### **Other**

- Attend BHA trainings as necessary to better understand programmatic aspects of the office and how this translates into procurement requirements.
- Conduct brown bags and other informational sessions to educate BHA staff on changes in procurement policy or other relevant subject matter.
- As needed, may serve on temporary detail within the Bureau. Duties performed while in detail will be aligned with the Team's existing duties and responsibilities as well as directly related to the scope of work provided.

### **SUPERVISORY RELATIONSHIP:**

The USPSC will take direction from and will report to the M/OAA/BHA Branch Chief or his/her designee. The M/OAA/BHA Branch Chief sets the overall objectives of the work as well as the available resources.

### **SUPERVISORY CONTROLS:**

Supervisor sets overall objectives and resources available; the USPSC consults with the 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 approaches 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.)

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

Bachelor's degree with significant study in, or pertinent to, the specialized field (including, but not limited to, business administration, public administration, law, banking, international affairs, procurement and contracting or finance with an emphasis on commerce, trade, and materials management) and a minimum of five (5) years of progressively responsible experience working in acquisition functions.

**OR**

Master's degree with significant study in, or pertinent to, the specialized field (including, but not limited to, business administration, public administration, law, banking, international affairs, procurement and contracting or finance with an emphasis on commerce, trade, and materials management) and a minimum of four (4) years of progressively responsible experience working in acquisition functions.

**OR**

HS Diploma plus a minimum of nine (9) years of progressively responsible experience working in acquisition and assistance.

**At the GS-13 Equivalent Level:**

Bachelor's degree with significant study in, or pertinent to, the specialized field (including, but not limited to, business administration, public administration, law, banking, international affairs, procurement and contracting or finance with an emphasis on commerce, trade, and materials management) and a minimum of seven (7) years of progressively responsible experience working in acquisition functions.

**OR**

Master's degree with significant study in, or pertinent to, the specialized field (including, but not limited to, business administration, public administration, law, banking, international affairs, procurement and contracting or finance with an emphasis on commerce, trade, and materials management) and a minimum of five (5) years of progressively responsible experience working in acquisition functions.

**OR**

HS Diploma plus a minimum of eleven (11) years of progressively responsible experience working in acquisition and assistance.

**AND**

- Offeror is a U.S. Citizen.
- Ability to obtain and maintain a Secret up to Top Secret/Sensitive Compartmented Information level clearance as provided by USAID.

**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 a Department of State medical clearance.
- Must not appear as an excluded party in the System for Award Management (SAM.gov).
- Satisfactory verification of academic credentials.
- Professional experience planning for or responding to a Chemical, Biological, Radiological, Nuclear or Explosive (CBRNE) event, if applicable.

**OFFEROR RATING SYSTEM**

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

**Acquisition Professional Experience (15 Points)**

- Demonstrated prior experience in the full range of responsibilities: procurement planning, solicitation, analysis and evaluation of proposals, negotiation and award of acquisition instruments, administration, termination, negotiation of changes, execution of options, investigation and resolution of contractor delays, and contractor performance. (6 points)
- Demonstrated experience with the performance of providing guidance on the evaluation of technical proposals. (3 points)
- Experience conducting cost and price analysis and monitoring and evaluating work performed under acquisition requirements. (6 points)

**Knowledge of Federal Contracting Principles, Laws, Policies and Regulations (15 Points)**

- Demonstrated experience applying knowledge of federal contracting principles, laws, statutes, Executive Orders, regulations, and procedures applicable to pre-award and/or post-award actions. (15 points)

**Teamwork, Flexibility, Communication, and Organizational Skills (10 Points)**

- Demonstrated ability to work or study independently in a virtual setting. (4 point)
- Demonstrated ability to communicate complex and difficult policy and programmatic issues in layperson terms in oral and written communications. (2 points)
- Demonstrated ability to plan, organize, and manage complex contractual actions occurring concurrently. (4 points)

**Interview Performance (50 points)**

**Satisfactory Professional Reference Checks (10 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. **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.
- (d) U.S. Citizenship
- (e) **Optional:** How did you hear about this opportunity? (beta.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 GS-12/13 Tandem Equivalent Level. 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.HBMORecruitment@usaid.gov](mailto:BHA.HBMORecruitment@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 within six months after offer acceptance, the offer may be rescinded.

**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 UNIQUE ENTITY IDENTIFIER (UEI) NUMBERS AND THE SYSTEM FOR AWARD MANAGEMENT**

All USPSCs with a place of performance in the United States are required to have a Unique Entity Identifier (UEI) 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 UEI number is **FREE**.

For general information about UEI 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 52.204-6, 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).

## **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 – Contract/Senior Contract Specialist GS-12/13**

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (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 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.
  - i. If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.
  - ii. If the contract period of performance is ninety (90) calendar days or more, and the contractor's performance is not continuous during the contract period of performance, the contractor is entitled to accrue annual leave only for each instance of continuous performance of ninety (90) calendar days or more.
  - iii. If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 40-hour workweek, which will be prorated if the contract provides for a shorter workweek:

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

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

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

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

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

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

(3) Annual Leave is provided under this contract primarily for the purposes of providing the contractor necessary rest and recreation during the period of performance. The contractor, in consultation with the Supervisor, must develop an annual leave schedule early in the period of performance, taking into consideration the requirements of the position, the contractor's preference, and other factors. The maximum amount of annual leave that the contractor can carry over from one leave year to the next is limited to 240 hours. The contractor's unused annual leave balance in excess of the 240 hour maximum at the end of the last pay period of each leave year will be forfeited, unless the requirements of the position precluded the contractor from taking such leave. The contractor may be authorized to restore annual leave for exceptional circumstances beyond the control of the contractor. The restoration of annual leave may be approved only by the USAID Administrator, cognizant Assistant Administrator or Head of an Independent Office reporting directly to the USAID Administrator, and cannot be delegated further. Annual leave restored must be scheduled and used no later than the earlier of either—

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

(ii) The end of the contract.

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

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

contractor could have accrued during a twelve (12)-month period based on the contractor's accrual rate.

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

**(b) Sick Leave.** The contractor may use sick leave on the same basis and for the same purposes as USAID direct-hire employees. The contractor will accrue sick leave at a rate not to exceed four (4) hours every two (2) weeks for a maximum of thirteen (13) work-days per year based on a full-time, 40-hour workweek, and the rate of accrual will be prorated if the contract provides for a shorter workweek. The contractor may carry over unused sick leave from year to year under the same contract, and to a new follow-on contract for the same work at the same place of performance. The contractor is not authorized to carry over sick leave to a new contract for a different position or at a different location. The contractor will not be compensated for unused sick leave at the completion of this contract.

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

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

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

(A) Two (2) years, or

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

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

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

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

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

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

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

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

(A) Two (2) years, or

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

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

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

(iii) Except for reasons beyond the contractor's control as determined by the contracting officer, the contractor must return abroad immediately after home leave to fulfill the additional

required continued performance of services for any home leave provided under this contract, or else the contractor must reimburse USAID for the salary and benefits costs of home leave, travel and transportation, and any other payments related to home leave.

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

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

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

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

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

**(f) Military Leave.** Military leave of not more than 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's internal policies available in Automated Directive System Chapter 309 (ADS 309), an eligible contractor may take up to twelve (12) workweeks of leave under FMLA, Title I, in any 12-month period for the reasons specified in 29 CFR 825.112.

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

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

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

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

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

(1) 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.

[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)