



Request for Personal Service Contractor

USAID Office of U.S. Foreign Disaster Assistance

Position Title: Senior Program Officer – Sudan
Solicitation Number: SOL-OFDA-14-000006
Salary Level: GS-13 Equivalent: \$71,674 - \$93,175
Issuance Date: November 7, 2013
Closing Date: December 10, 2013
Closing Time: 5:00 P.M. EST

Dear Prospective Applicants:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to provide personal services as a Senior Program Officer under a personal services contract, as described in the attached solicitation.

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

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

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all field experience must also be detailed. **Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone and email) of your current and/or previous supervisor(s). Current and/or previous supervisors may be contacted for a reference.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
- (e) U.S. Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing the Quality Ranking Factors (QRFs) shown in the solicitation.

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Additional documents submitted will not be accepted. Incomplete or late applications will not be considered. Your complete resume and the supplemental document addressing the QRFs must be mailed, delivered, faxed, or emailed to:

GlobalCorps
529 14th Street, NW, Suite 700
Washington, DC 20045
E-Mail Address: sposudan@globalcorps.com
Facsimile: (202) 315-3803

Applicants can expect to receive a confirmation email when application materials have been received. Applicants should retain for their records copies of all enclosures which accompany their applications. Any questions on this solicitation may be directed to:

Natalie Barton or Laura Unterholzner
Telephone Number: (202) 661-9381 or (202) 661-9334
E-Mail Address: sposudan@globalcorps.com
Website: www.globalcorps.com
Facsimile: (202) 315-3803

Sincerely,

Michael Clark
Contracting Officer

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Solicitation for U.S. Personal Service Contractor (PSC) Senior Program Officer - Sudan

- 1. SOLICITATION NO.:** SOL-OFDA-14-000006
- 2. ISSUANCE DATE:** November 7, 2013
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** December 10, 2013 at 5:00 pm EST
- 4. POSITION TITLE:** Senior Program Officer
- 5. MARKET VALUE:** GS-13 equivalent (\$71,674 - \$93,175 - not eligible for locality pay). Final compensation will be negotiated within the listed market value based upon the candidate's past salary, work history and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**
- 6. PERIOD OF PERFORMANCE:** Two (2) years, with three (3) option years
- 7. PLACE OF PERFORMANCE:** Khartoum, Sudan

There may be an initial training program in Washington, D.C. for three months, which will include formal classroom training and on-the-job training; and may include security training. After completion of Washington training, the Senior Program Officer will be assigned to the place of performance.

8. STATEMENT OF WORK

POSITION DESCRIPTION

BACKGROUND

The Office of U.S. Foreign Disaster Assistance (OFDA) is the office within USAID that is responsible for providing emergency non-food humanitarian assistance in response to international crises and disasters. OFDA is part of the Bureau for Democracy, Conflict, and Humanitarian Assistance (DCHA) and is organized into three divisions. The Disaster Response and Mitigation Division (DRM) is responsible for the provision of emergency humanitarian assistance through a grants mechanism to non-governmental organizations (NGOs), international organizations (IOs) including the United Nations (UN) agencies, and to other partners to ensure the implementation and delivery of this assistance. This division also oversees OFDA's non-response efforts in disaster risk reduction. DRM also coordinates with other organizations for the provision of relief supplies and assistance. DRM devises, coordinates, and implements program strategies for a variety of natural and human-caused disaster situations. It encompasses a group of technical sector specialists who provide expert capability in assessing the quality of disaster response and disaster risk reduction activities. The Program Support Division (PS) provides programmatic and administrative support including budget/financial services, procurement planning and guidance, contracts and grants administration, and communication support for

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OFDA's Washington and field offices. The Operations Division (OPS) develops and manages logistical and operational support for disaster responses and administrative support to all offices and operations. OPS maintains readiness to respond to emergencies through several mechanisms, including managing Search and Rescue Teams (SAR), coordinating and supporting Disaster Assistance Response Teams (DARTs), and the Washington-based Response Management Teams (RMTs) as needed.

INTRODUCTION

To fulfill its mandate to effectively respond to the complex emergency in Sudan, OFDA operates an office headquartered at the USAID Mission in Khartoum, Sudan, which is responsible for overseeing more than \$80 million OFDA funding in Sudan during fiscal year 2013. The Senior Humanitarian Advisor (SHA) is OFDA's principal humanitarian representative in Sudan and is located in Khartoum. The Senior Program Officer (SPO) for Sudan supports the SHA by providing program strategy development and implementation oversight. The SPO oversees field monitoring of OFDA programs and ensures reporting on humanitarian needs and programming in Sudan, to include Darfur, the Three Areas, the East and country-wide issues. The SPO assists the SHA with assessment, analysis and reporting on existing or evolving crises, maintenance of partner relationships, and coordination of award management activities.

Under the guidance of the SHA, the SPO will coordinate closely with USAID Mission and Embassy staff and exchange information regularly with colleagues covering the South Sudan portfolio, as well as with the field and headquarters-based OFDA regional team. This includes sharing project ideas, strategies, and soliciting advice and guidance. The SPO will also work closely with the Agreement Officer's Representative for all assigned awards.

OBJECTIVE

OFDA requires the services of one SPO for the Sudan portfolio to ensure that OFDA's objectives for disaster assistance, risk reduction, resilience programming, strategic reporting, and interagency coordination for the region, are met.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The OFDA SPO will primarily provide full time in-country coordination and management of OFDA programming for humanitarian emergency and disaster risk reduction activities throughout Sudan. The SPO may assist in humanitarian assistance activities elsewhere in the region as needed.

This position requires effective daily coordination with several OFDA staff members, as well as with representatives from other USAID offices, Embassy staff, and the humanitarian community, and therefore requires a highly collaborative work style. The SPO must be prepared to function effectively in a challenging and restrictive work environment and be willing to strictly adhere to U.S. Embassy security guidelines. The incumbent may be required to serve as a critical

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component of a U.S. government disaster assessment team, DART, RMT, or to backfill other staff members in the overseas office.

The Senior Program Officer's responsibilities will include the following:

- Serve as the principal contact point for OFDA programming in Sudan, which includes the Three Areas, the East and Darfur. Coordinate closely with both field and headquarters-based components of OFDA's Regional Team and maintain regular contact with concerned staff in both the Khartoum and Juba USAID Missions and U.S. Embassies.
- Lead OFDA's Sudan-based program staff in the development of OFDA's programming for response and disaster risk reduction activities in Sudan, ensure complementarity between the two strategies, and oversee implementation of each.
- Continually assess emergency response and disaster risk reduction needs in Sudan in order to ensure that OFDA's programs are appropriately responsive.
- Support the SHA in maintaining relations with the senior leadership of the Sudan humanitarian community in representing USAID and OFDA on humanitarian issues. This will include but is not limited to UN agencies, IOs, and NGOs, U.S. government personnel, donors, host government authorities, and others.
- Travel as permitted to assess, evaluate and monitor humanitarian conditions in Sudan, and make strategic recommendations for appropriate interventions.
- Participate in and report on joint donor humanitarian evaluations and UN-led assessments, and participate actively in the international community response structures.
- Provide regular reporting, through official cables and other means, on issues related to the humanitarian situation in Sudan. Provide overviews of patterns and trends in the humanitarian situation and keep the SHA, Team Lead, and other staff current on response issues. Provide regular reports on site visits, meetings, general atmospherics and other issues that impact humanitarian relief efforts.
- With guidance from the SHA, coordinate with the donor community on policy issues affecting humanitarian operations, and develop integrated, non-duplicative programs.
- Prepare briefing papers, notes and presentations on OFDA programming for official U.S. government visitors interested in humanitarian issues.
- Conduct performance reviews and evaluations, and coordinate staff development plans for OFDA Sudan program team members, with guidance from the SHA.

SUPERVISORY RELATIONSHIP:

The Senior Program Officer will take direction from and will report to the OFDA SHA for Sudan, located in Khartoum, Sudan, or his/her designee, and maintain close coordination with

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OFDA's Team Lead and the regional team for East and Central Africa, located in Washington, D.C.

SUPERVISORY CONTROLS:

The supervisor will provide administrative direction in terms of broadly defined goals and objectives. The incumbent is expected to take initiative and act independently with minimal direction and will exercise independent judgment in responding to humanitarian needs.

10. PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. During deployment on Disaster Assistance Response Teams (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).

11. WORK ENVIRONMENT

Work is primarily performed in an office setting. During deployment on Disaster Assistance Response Teams (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.

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

13. POINT OF CONTACT: See Cover Letter.

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EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

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

Bachelor's degree with significant study in or pertinent to a specialized field (including, but not limited to, international relations, economics, food policy or a related field) and a minimum of **seven (7) years** of progressively responsible experience in emergency relief and humanitarian assistance, which must include at least **two (2) years** of on-the-ground international field experience working on multi-agency relief operations in a humanitarian emergency setting.

OR

Master's degree with significant study in or pertinent to a specialized field (including, but not limited to, international relations, economics, food policy or a related field) and a minimum of **five (5) years** of progressively responsible experience in emergency relief and humanitarian assistance, which must include at least **two (2) years** of on-the-ground international field experience working on multi-agency relief operations in a humanitarian emergency setting.

SELECTION FACTORS

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

- Applicant 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.
- Supplemental document specifically addressing the Quality Ranking Factors (QRFs) submitted;
- Ability to obtain and maintain a SECRET up to a TOP SECRET level security clearance as provided by USAID;
- Ability to obtain a Department of State medical clearance;
- Satisfactory verification of academic credentials.

QUALITY RANKING FACTORS (QRFs)

(Used to determine the competitive ranking of qualified applicants in comparison to other applicants. The factors are listed in priority order from highest to least.)

QRF #1 Describe your experience in monitoring incipient disaster situations, developing country strategies, and integrating disaster response, rehabilitation, and preparedness activities in a complex emergency environment.

QRF #2 Describe your experience in planning, funding, implementing, monitoring, and evaluating USG grants, cooperative agreements, proposals, and contracts. Demonstrate your knowledge of USG regulations as they relate to the above award stages.

QRF #3 Describe your knowledge of and experience in coordinating relief, transition, and disaster risk reduction activities with host country governments, other USG

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agencies (such as the State Department, Department of Defense, and USAID Missions), UN and other international organizations, and non-governmental organizations involved in humanitarian response.

QRF #4 Describe your proven skill in verbal and written communication as demonstrated through the frequent preparation and presentation of various information products, such as humanitarian reports, briefing material, analyses, field assessments, data collection and program evaluations.

QRF #5 Describe your experience in administrative aspects of field work and organizing schedules, travel, logistics and briefings for high-level representation for your organization(s).

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

Applicants are required to address each of the QRFs in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to address the selection and/or Quality Ranking Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

The Applicant Rating System is as Follows:

QRFs have been assigned the following points:

QRF #1 – 15 points

QRF #2 – 15 points

QRF #3 – 10 points

QRF #4 – 5 points

QRF #5 – 5 points

Interview Performance – 30 points

Satisfactory Professional Reference Checks – 20 points

Total Possible Points: 100

The most qualified candidates may be interviewed and required to provide a writing sample. OFDA will not pay for any expenses associated with the interviews. Professional references and academic credentials will be evaluated for applicants 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 applicant. OFDA reserves the right to select additional candidates if vacancies become available during future phases of the selection process.

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APPLYING:

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

Qualified individuals are **required** to submit:

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

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. Dates (month/year) and locations for all field experience must also be detailed. **Any experience that does not include dates (month/year), locations, and hours per week will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone and email) of your current and/or previous supervisor(s). Current and/or previous supervisors may be contacted for a reference.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
- (e) U.S. Citizenship.

Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing the Quality Ranking Factors (QRFs) shown in the solicitation.

Additional documents submitted will not be accepted.

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

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

DOCUMENT SUBMITTALS

Via mail: GlobalCorps, 529 14th Street, NW, Suite 700, Washington, DC 20045

Via facsimile: (202) 315-3803

Via email: sposudan@globalcorps.com

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

NOTE: If the full medical clearance package is not submitted within two months after offer acceptance, the offer may be rescinded. If a Department of State medical clearance is not obtained within six months after offer acceptance, the offer may be rescinded.

NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

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

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

All individuals contracted as US PSCs are required to have a DUNS Number. USAID will provide a generic DUNS Number and PSCs are not required to register with CCR.

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003)
https://www.acquisition.gov/far/current/html/52_200_206.html

LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at:

<http://www.usaid.gov/forms/> or at <http://www.usa.gov/Topics/Reference-Shelf/forms.shtml>

1. Optional Form 612.
2. Medical History and Examination Form (DS-6561).
3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
4. Questionnaire for Non-Sensitive Positions (SF-85).
5. Finger Print Card (FD-258).

Forms 1 through 5 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

CONTRACT INFORMATION BULLETINS (CIBs) and ACQUISITION & ASSISTANCE POLICY DIRECTIVES (AAPDs) PERTAINING TO PSCs

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to <http://www.usaid.gov/work-usaid/aapds-cibs#psc> to determine which CIBs and AAPDs apply to this contract.

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

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

FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 2 to the solicitation.

BENEFITS/ALLOWANCES:

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

BENEFITS:

Employer's FICA Contribution
Contribution toward Health & Life Insurance
Pay Comparability Adjustment
Annual Increase (pending a satisfactory performance evaluation)
Eligibility for Worker's Compensation
Annual & Sick Leave

ALLOWANCES (if Applicable):*

- (A) Temporary Lodging Allowance (Section 120).
- (B) Living Quarters Allowance (Section 130).
- (C) Post Allowance (Section 220).
- (D) Supplemental Post Allowance (Section 230).
- (E) Separate Maintenance Allowance (Section 260).
- (F) Education Allowance (Section 270).
- (G) Education Travel (Section 280).
- (H) Post Differential (Chapter 500).
- (I) Payments during Evacuation/Authorized Departure (Section 600), and
- (J) Danger Pay (Section 650).

* Standardized Regulations (Government Civilians Foreign Areas).

FEDERAL TAXES: USPSCs are required to pay Federal Income Taxes, FICA, and Medicare

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

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ATTACHMENT 1

**ACQUISITION & ASSISTANCE POLICY DIRECTIVE (AAPD) NO. 06-10
PSC MEDICAL EXPENSE PAYMENT RESPONSIBILITY**

General Provision 22, MEDICAL EXPENSE PAYMENT RESPONSIBILITY
(OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 available at <http://www.state.gov/m/a/dir/regs/fam/16fam/index.htm>.

Note: Personal services contractors are not eligible to participate in the Federal Employees Health Programs.

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

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

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

(1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;

(2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and

(3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled “Emergency and Irregular Travel and Transportation.” In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible

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following such an issuance. The contractor must promptly file a claim with his or her medevac insurance provider and repay to USAID any amount the medevac insurer pays for medical travel, up to the amount USAID paid under this section. The contractor must repay USAID for medical costs paid by the medevac insurer in accordance with sections (f) and (g) below. In order for medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

(f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

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

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

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

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ATTACHMENT 2

FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009).

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

“Coercion” means—

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

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

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

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

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

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

“Involuntary servitude” includes a condition of servitude induced by means of—

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

“Severe forms of trafficking in persons” means—

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

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

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

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- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.