



SOLICITATION NUMBER: 7200AA22R00044

ISSUANCE DATE: 03/30/2022

CLOSING DATE AND TIME: 05/02/2022

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

Dear Prospective Offerors:

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

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

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

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

Sincerely,

Mir Ershadullah
Contracting Officer

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523
www.usaid.gov

ATTACHMENT 1

I. GENERAL INFORMATION

1. SOLICITATION NO.: 7200AA22R00044
2. ISSUANCE DATE: 03/30/2022
3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS: 05/02/2022 at 3 PM EDT
4. POINT OF CONTACT: Jonathan Bui, e-mail at jbui@usaid.gov
5. POSITION TITLE: C-TIP Advisor
6. MARKET VALUE: This position has been designated at the **GS-13** equivalent level, D.C. locality pay (**GS-13 \$106,823 - \$138,868 per annum**). Final compensation will be negotiated within the listed market value based upon qualifications, previous relevant experience and work history, salary and educational background. Salaries over and above the pay range will not be entertained or negotiated. Offerors who live outside the Washington, D.C. area will be considered for employment but no relocation expenses will be reimbursed.
7. PERIOD OF PERFORMANCE: One year, with up to four one-year option periods, estimated to start on within 45 days of receiving notification that required security clearance has been obtained. Based on the Agency need, the Contracting Officer may exercise (an) additional **option period(s)** for one year for the date(s) estimated as follows:

<i>Base Period</i>	<i>09/01/2022-08/31/2023</i>
<i>Option Period 1</i>	<i>09/01/2023-08/31/2024</i>
<i>Option Period 2</i>	<i>09/01/2024-08/31/2025</i>
<i>Option Period 3</i>	<i>09/01/2025-08/31/2026</i>
<i>Option Period 4</i>	<i>09/01/2026-08/31/2027</i>

8. PLACE OF PERFORMANCE: Washington, DC with possible travel overseas as stated in the Statement of Duties.
9. SECURITY LEVEL REQUIRED: Secret

10. STATEMENT OF DUTIES

BACKGROUND

The Justice, Rights and Security (JRS) team within USAID's Democracy, Human Rights, and Governance (DRG) Center provides technical leadership and support on human rights to USAID field Missions and Washington Operating Units, other USG entities, and the broader DRG community. The JRS team bolsters the evidence base for successful human rights and development activities, facilitates training to build the capacity of Agency staff, and provides technical support to USAID Missions globally for designing and implementing programs and activities.

A central role of the C-TIP portfolio on the JRS team is to provide USAID Missions, in particular DRG technical offices and field officers, with strategic and technical advice on C-TIP assistance. This includes identifying opportunities to integrate C-TIP approaches into other sector programming to address the root causes of trafficking and leverage our comparative advantage as a development agency and increase sustainability of C-TIP efforts. Trafficking in persons is a gross violation of multiple human rights, including the right to life, liberty, and security; and the right to be free from torture and/or cruel, inhumane, degrading treatment or punishment. Missions are also increasingly interested in how they can integrate C-TIP approaches and strategies into other technical areas such as health, education, or economic growth to advance cultures of democracy and respect for the rule of law.

The primary focus of the C-TIP Advisor will be to provide technical support to USAID Missions on C-TIP approaches to strengthen prevention, protection, and prosecution strategies through partnerships. This technical assistance to Missions will be provided remotely from Washington or via short-term temporary duty (TDY) travel. The Advisor will provide that support directly via consultation (e.g. responding to Mission requests for assistance with assessments, designs, identification of best practices, training, etc.) or indirectly through the development and maintenance of field support resources such as the supplemental funds that Missions can access or pre-competed program mechanisms that help Missions respond to urgent needs. Under the direction of the JRS deputy team lead, and in partnership with other JRS team members, the Advisor will work closely with a broad range of internal and external stakeholders, including other DRG colleagues and divisions, USAID staff in other bureaus and operating units, interagency colleagues, and implementing partners.

Responsibility for Decision Making

This PSC position will serve as a C-TIP Advisor, reporting to the DDI/DRG, Justice, Rights, and Security (JRS) Deputy Team Lead. The C-TIP Advisor will provide in-house technical expertise and experience and will assist USAID Missions identify and address the unique human rights and development challenges facing their country contexts and assistance portfolios.

At the GS-13 level, and in line with the overall strategic guidance of the Deputy Team Lead of the JRS Team, the PSC will provide technical input and recommendations in response to USAID Missions' requests for technical assistance in all phases of the USAID Program Cycle.

The PSC will expand, maintain and reflect technical expertise on the effective use of assistance programs to prevent human trafficking, protect survivors, prosecute perpetrators and forge partnerships. This will include translating state-of-the-art technical expertise into tools and guidance that can be easily shared and absorbed by USAID field officers. It will also entail providing technical input on the use of flagship JRS Team field support resources, such as global programming mechanisms and JRS-managed Human Rights Grants Program (HRGP) funds.

The successful candidate will provide specific technical input into various policy, planning and reporting processes on human rights or justice-related issues for both internal and external audiences, when directed by the JRS Deputy Team Lead, and as appropriate.

Knowledge Level

The PSC the successful candidate will have a Masters or law degree with significant study in a pertinent field, including but not limited to human rights, human trafficking, international development, or related, and at least 5 years of progressively responsible experience in international development related to human rights; OR a Bachelor's degree in a pertinent field plus at least 7 years of experience working on trafficking-related issues worldwide. The successful candidate will have demonstrated work experience in the following areas:

- Demonstrated experience designing and implementing assistance programs related to C-TIP (including raising awareness of human trafficking, expanding access to justice, protecting trafficking survivors, and building partnerships).
- Demonstrated experience with the design, implementation, adaptation, and evaluation of C-TIP-related assistance activities, in particular those efforts that provided support to local partners.
- Demonstrated experience with analytic assessments, including risk analysis, in the context of designing new assistance activities.

Supervisory Controls

The C-TIP Advisor will report to the DDI/DRG, Justice, Rights and Security Deputy Team Lead. This is not a supervisory position, meaning the C-TIP Advisor will have no management role or direct reports. He or she will regularly work with other members of the Justice, Rights, and Security Team, coordinate with other divisions in the Center on shared priorities (in particular the Civil Society and Media Team), engage and support USAID Mission personnel when on TDY, and with individuals from other USAID operating units as appropriate. The PSC and supervisor will jointly develop a work plan that outlines specific priorities and deliverables, which the PSC will independently plan, design, and carry out (with minimal supervision). Many of those lines of effort may require input and coordination with other USAID staff, which the PSC will facilitate as needed.

Performance Guidelines

Guidelines are broadly stated and non-specific, requiring extensive interpretation. The PSC is recognized as an expert technical advisor in the development and interpretation of human rights-related policy and guidance. Judgement and ingenuity is required to interpret the intent of guides and to develop applications/guidelines.

Complexity

At the GS-13 level, duties vary that require different processes, methods and substantial depth of analysis. The successful candidate will be required to support DRG leadership and Mission stakeholders in making decisions on largely undefined issues and elements that require extensive probing and analysis to determine the nature and scope of the problems. The successful candidate will support continuing efforts to establish concepts, theories or programs to resolve unyielding problems.

The PSC will require an ability to express and integrate human rights and C-TIP perspectives and expectations in relevant programs. The successful candidate's responsibilities are complex in their need for technical expertise in conceptualizing strategies and designing evidence-based programs to support human rights protection in low and middle income countries. When requested, the PSC will represent DDI/DRG except for communications that reflect a final policy, planning or budget decision.

Scope and Effect

The work typically includes isolating and defining unknown conditions, resolving critical problems, and developing major aspects of programs. The PSC will be responsible for assisting in the overall coordination of DRG's C-TIP portfolio and contributing to the design, implementation, and evaluation of rights-related assistance programs worldwide.

Level and Purpose of Contacts

The PSC's contacts are with working-level officials outside of USAID. Contacts may include people from operations, technical, field staff, other bureaus within USAID and inter-agency such as the Department of State and Department of Labor, as well as with other donors who work on human rights.

The purpose of these contacts is to coordinate and support the programmatic direction and vision of USAID's human rights portfolio. The PSC will work with contacts on issues of considerable importance, such as coordinating programs and drafting guidance.

Statement of Duties

1. Respond to USAID Missions' requests for C-TIP technical assistance in all phases of the USAID Program Cycle. This will include assisting Missions with assessments during various planning phases to determine needs, opportunities and entry points for assistance efforts. It will also entail providing technical input and guidance to Missions on the design of C-TIP programs and activities and helping Missions identify and apply innovative evidence-based approaches. Technical assistance may also involve helping Missions with the monitoring and evaluation of field programs, for various purposes, but primarily to help Missions adapt their programs and activities to changing circumstances and to further expand our sector's evidence base and learning. Technical requests from Missions may be simple or complex, but responding quickly, clearly, and thoroughly is a core "field support" aim of the Center and JRS team and is the top priority for the C-TIP Advisor.
2. Expand, maintain and reflect technical expertise on the effective use of assistance programs in line with the USG's approach to: (1) Prevent human trafficking, (2) Protect victims and (3) Prosecute perpetrators, all accomplished through partnerships. In particular, the C-TIP Advisor will increase the Center's institutional capacity related to expanding access to justice, incorporating social and behavior change activities, and strengthening survivor- and trauma-informed approaches. This will involve engagement and convening of the broader DRG community of practice (including implementing partners and other practitioners), working with DRG's Evidence and Learning Team to expand USAID's evidence base through original research and literature reviews, and efforts to capture and document USAID Mission and individual DRG officers' experiences.
3. Translate technical expertise into tools and guidance that can be easily shared and absorbed by USAID field officers. JRS is interested in developing or improving resources and research that help field officers diagnose human rights challenges, identify entry points for programming, examine circumstances under which various approaches are appropriate or not, assess levels of risk, or apply key evidence that DRG's Learning Agenda has identified, among other purposes. While there are several ways in which DRG currently shares information with the field, we are looking to expand those modalities moving forward. Those may include C-TIP assessments and evaluations and the development and delivery of in-person or distance learning training modules, among others.
4. Provide technical input on the use of flagship JRS team field support resources, such as global programming mechanisms and JRS-managed incentive and contingency funds.

The C-TIP Advisor will be asked to contribute to frequent technical discussions related to determining both the priorities and approaches for where and how these resources are applied.

5. Provide specific technical input into various policy, planning and reporting processes on C-TIP issues for both internal and external audiences, when directed by the JRS deputy team lead, and as appropriate. The C-TIP Advisor will advise leadership and colleagues on USAID's C-TIP Policy and Code of Conduct, including programming, training, staffing, funding, and the process for contributing to the annual State Department Trafficking In Persons Report.

PHYSICAL DEMANDS

The work is generally performed in an office environment, is sedentary, and does not pose undue physical demands.

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

Education/Experience Required:

- Master's or law degree with significant study in a pertinent field, including but not limited to human rights, human trafficking, international development, and at least 5 years of progressively responsible experience in international development related to human rights; OR a Bachelor's degree in a pertinent field plus at least 7 years of experience working on human trafficking-related issues worldwide.
- Expertise must include the use of development assistance in line with the USG's 3Ps C-TIP framework.
- Experience working or living overseas is preferred
- U.S. Citizenship
- Ability to obtain a SECRET level security clearance as provided by USAID
- Verification of academic credentials
- Supplemental document specifically addressing the Quality Ranking Factors (QRFs).

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. The FAR provisions referenced above are available at

<https://www.acquisition.gov/browse/index/far>.

Each sub-factor will be weighted equally within the rating factor. The Technical Evaluation Committee (TEC) will select candidates to interview based on a preliminary review of applications. References will be checked only for those candidates interviewed. The TEC can request references from others who know the candidate's work in addition to the references provided by the candidate. Upon completion of interviews and reference checks, TEC members will revise their scores for those candidates.

The Evaluation Factors are used to determine the competitive ranking of qualified offerors in comparison to other offerors.

Offerors should cite specific, illustrative examples for each factor. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

The candidate with the highest overall score will be selected based on the criteria below:

1. Technical Expertise (60 points)

Demonstrated experience designing and implementing assistance programs related to Countering Trafficking in Persons (including raising awareness of human trafficking, expanding access to justice, protecting trafficking survivors, and building partnerships). Demonstrated experience with the design, implementation, adaptation, and evaluation of C-TIP-related assistance activities, in particular those efforts that provided support to local partners. Demonstrated experience with policy work and/or coordination with internal and external partners (e.g., interagency and implementing partners).

2. Communication (20 points)

Demonstrated ability to orally communicate, present, and use public speaking skills effectively. Demonstrated ability in writing clearly and concisely with minimal editing or supervision. Proven track record of quickly gathering, analyzing and synthesizing information for use by principals.

3. Teamwork (20 points)

Proven track-record of working effectively and collaboratively on diverse teams, both as a team leader and as a team member. Sound judgment and collegiality when working in environments with colleagues of diverse backgrounds and of diverse opinions.

BASIS OF RATING: Offerors who clearly meet the Education/Experience Requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor responses. Offerors are required to address each of the Evaluation Factors 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 specifically address the Selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

Evaluation Factors have been assigned the following points:

1. Technical Expertise: **60 points**
2. Communication: **20 points**
3. Interview: **20 points**

Satisfactory Professional Reference Checks – Pass/Fail (no points assigned)

Total possible points: 100

The most qualified offeror may be interviewed, required to provide a writing sample, and demonstrate an ability to operate commonly used office applications. USAID will not pay for any expenses associated with the interviews. In addition, offers (written materials and interviews) will be evaluated based on content as well as on the offerors writing, presentation, and communication skills. In the event that an offeror has fully demonstrated his/her qualifications and there are no other competitive offerors USAID reserves the right to forego the interview process. Professional references and academic credentials will be evaluated for offerors being considered for selection. USAID reserves the right to contact previous employers to verify employment history.

IV. SUBMITTING AN OFFER

Offers must be **received** by the closing date and time specified in **Section I, item 3**, and submitted electronically via e-mail to the Point of Contact specified in **Section I, item 4**.

To ensure consideration of offers for the intended position, please clearly reference the solicitation number in the offer, and in the email subject line of the submission.

Offerors interested in applying for this position **MUST** submit the following materials:

1. Eligible offerors are required to complete and submit the offer form **AID 309-2**, “Offeror Information for Personal Services Contracts with Individuals,” available at <http://www.usaid.gov/forms>. This form must be physically signed (hand-written signature). **Unsigned forms will not be accepted. Electronic signatures will not be**

accepted.

2. **Complete resume.** Your resume should contain sufficient information to make a valid determination that you fully meet the education and experience requirements as stated in the 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.

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 may 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. Upon request, transcripts and/or certifications must be submitted.
3. **List of References.** Offerors must submit three (3) professional references, who are not family members or relatives, who have knowledge of the offeror's ability to perform the duties set forth in this solicitation. At least one (1) reference must be from a direct supervisor (current or prior). Submitted references **MUST** include the following information:
 - (a) Name of reference;
 - (b) Offeror's relationship to the reference;
 - (c) Title of reference at current job;
 - (d) Reference current telephone number; and
 - (e) Reference current email address.
4. **Supplemental document specifically addressing the Quality Ranking Factors.** Responses are limited to no more than 500 words per factor. Any additional words above the limit will neither be read nor scored.

Additional documents submitted will not be accepted. Incomplete or late offers will not be considered.

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.

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS AND THE SYSTEM FOR AWARD MANAGEMENT: All USPSCs with a place of performance in the United States are required to have a Data Universal Numbering System (DUNS) number and be registered in the System for Award Management (SAM) database prior to receiving an award. You will be disqualified if you either fail to comply with this requirement or if your name appears on the excluded parties list. Registration information is available at www.sam.gov and further guidance will be provided to the selectee regarding DUNS and SAM registration.

NOTE: Registration for a DUNS number and registration in SAM is **FREE**.

Interested offerors are highly encouraged to initiate the registration process early to avoid any delays during contract award.

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:

1. Questionnaire for Sensitive Positions (for National Security) (SF-86), or Questionnaire for Non- Sensitive Positions (SF-85)
2. Finger Print Card (FD-258)
3. Employment Eligibility Verification (I-9 Form)

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), available at https://aoprals.state.gov/content.asp?content_id=282&menu_id=101

- (a) Temporary Quarter Subsistence Allowance (Section 120)
- (b) Living Quarters Allowance (Section 130)
- (c) Cost-of-Living Allowance (Chapter 210)
- (d) Post Allowance (Section 220)
- (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 Allowance (Section 650)

VII. TAXES

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

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

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

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

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

LINE ITEMS

ITEM NO (A)	SUPPLIES/SERVICES (DESCRIPTION) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Base Period - Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: <i>[e.g. R497]</i> - Accounting Info: <i>[insert one or more citation(s) from Phoenix/GLAAS]</i>	1	LOT	\$_TBD	\$_TBD at Award after negotiations with Contractor
0002	Option Period 1 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: <i>[e.g. R497]</i> - Accounting Info: <i>[insert from Phoenix/GLAAS]</i>	1	LOT	\$_TBD	\$_TBD at Award after negotiations with Contractor

0003	Option Period 2 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: <i>[e.g. R497]</i> - Accounting Info: <i>[insert from Phoenix/GLAAS]</i>	1	LOT	\$_TBD	\$_TBD at Award after negotiations with Contractor
0004	Option Period 3 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: <i>[e.g. R497]</i> - Accounting Info: <i>[insert from Phoenix/GLAAS]</i>	1	LOT	\$_TBD	\$_TBD at Award after negotiations with Contractor
0005	Option Period 4 – Compensation, Fringe Benefits and Other Direct Costs (ODCs) - Award Type: Cost - Product Service Code: <i>[e.g. R497]</i> - Accounting Info: <i>[insert from Phoenix/GLAAS]</i>	1	LOT	\$_TBD	\$_TBD at Award after negotiations with Contractor

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

AAPD 15-02, REVISED – Continuation of Deviation from the ‘Leave and Holidays’ clause, including Family and Medical Leave, for U.S. Personal Services Contractors

GP 5. LEAVE AND HOLIDAYS (Deviation NOV 2021)

(a) Annual Leave

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

(i) If the contract period of performance is ninety (90) calendar days or more, and the contractor’s performance is continuous for the contract period of performance, the contractor is entitled to accrue annual leave as of the start date of the contract.

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

(iii) If the contract period of performance is less than ninety (90) calendar days, the contractor is not entitled to accrue annual leave.

(2) The rate at which the contractor will accrue annual leave is based on the contractor's time in service according to the table of this paragraph (a)(2). The accrual rates are based on a full-time, 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 either the end of the

leave year two years after either—

(i) The date fixed by the approving official as the termination date of the exigency of the public business or other reason beyond the contractor's control, which resulted in the forfeiture; or

(ii) The end of the contract, whichever is earlier.

(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 (HLQP).

(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 Excused Absences. The contractor is entitled to all holidays and

administrative leave granted by USAID to U.S. direct-hire employees as announced by the Agency or Mission.

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

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

(h) Compensatory Time. USAID may grant compensatory time off only with the written approval of the contracting officer or Mission Director in rare instances when it has been determined absolutely essential and consistent with the policies that apply to USAID U.S. directhire 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 for eligible USPSCs working within the U.S., or any territories or possession of the U.S., in accordance with Title I of the Family and Medical Leave Act of 1993, as amended (FMLA), and as administered by the Department of Labor under 29 CFR 825. USAID also provides family and medical leave to eligible USPSCs working outside the U.S., or any territories or possession of the U.S., in accordance with this paragraph (i) outside the provisions of Title I of the FMLA as a matter of policy discretion.

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

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

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

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

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

(5) In accordance with 29 CFR part 825.207, the contractor may take LWOP for family and

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

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

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

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

(j) Paid Parental Leave

(1) 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 must maintain their current leave records and make them available as requested by the Mission Director or the contracting officer.

[END PROVISION]

AAPD 18-02 – Changes to the Medevac Policy for USPSCs and TCNPSCs Class Deviation to AIDAR – no. M-OAA-DEV-AIDAR-18-3c

25. MEDICAL EVACUATION (MEDEVAC) SERVICES (MAY 2018)

USAID will provide Medevac services to the contractor and authorized dependents, through the Department of State’s Bureau for Medical Services (MED), similar to those provided to U.S. Government employees in accordance with 16 FAM 300 Medical Travel. Medevac costs include travel and per diem, but do not include medical care costs. To be covered by the Medevac program, the contractor and authorized dependents must obtain and maintain international health insurance coverage that includes overseas hospitalization, and must provide proof of such insurance to the contracting officer prior to relocation abroad.

(End Provision)

AAPD 06-10 – PSC Medical Expense Payment Responsibility

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

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

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

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

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

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

(End of Provision)

AAPD 16-02 REVISED – Clauses and Special Contract Requirements for Facilities Access, Security, and Information Technology (IT)

752.204-72 CONTRACTOR ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (APRIL 2018)

(DEVIATION NO. M/OAA-DEV-AIDAR-18-2c)

(a) HSPD-12 and Personal Identity Verification (PIV). Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described below, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies.

(b) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and

in accordance with this clause. The contractor's employees, consultants, or volunteers who are not U.S. citizens or resident aliens as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(c) (1) No later than five business days after award, the Contractor must provide to the Contracting Officer's Representative (COR) a complete list of employees that require access to USAID facilities or information systems.

(2) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations, is mandatory in order for the Contractor to receive a PIV/Facilities Access Card (FAC) card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(d) The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all logical access to USAID information systems and/or facilities access associated with this contract. USAID will establish the format for this report.

(e) Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.

(f) USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

(g) The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk (CIOHELPDESK@usaid.gov or (202) 712-1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.

(h) The contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

(End of Clause)

4. Ethical Conduct. By the acceptance of a USAID personal services contract as an individual, the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the Executive Branch**,” available from the U.S. Office of Government Ethics, in accordance with **General Provision 2** and **5 CFR 2635**. See <https://www.oge.gov/web/oge.nsf/OGE%20Regulations> .

5. FAR Clauses. The following FAR clauses are hereby incorporated into this solicitation:

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five years**.

(End of clause)

52.233-1 DISPUTES (MAY 2014) – Alternate I (DEC 1991)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes

the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1)the date that the Contracting Officer receives the claim (certified, if required); or (2)the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

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

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C.Chapter411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [*State reasons*]:

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

The following FAR clauses are hereby incorporated by reference in accordance with **FAR 52.252-2, “Clauses Incorporated by Reference.”** The full text of each clause may be accessed on the Internet at this address: <https://www.acquisition.gov/far/index.html>

<u>FAR NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.215-2	AUDIT AND RECORDS—NEGOTIATIONS	OCT 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
	ALTERNATE I	MAR 2015

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-17	INTEREST	MAY 2014
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT	APR 1984
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.252-2	CLAUSES INCORPORATED BY REFERENCE	FEB 1998

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.

[END OF SOLICITATION]