



USAID | **RWANDA**
FROM THE AMERICAN PEOPLE

SOLICITATION NUMBER: 72069624R00003

ISSUANCE DATE: February 12, 2024

CLOSING DATE AND TIME: March 4, 2024 12:00 P.M. Africa Central Time

SUBJECT: Solicitation for U.S. Personal Service Contractor (USPSC) and Third Country National Personal Services Contractor (TCNPSC) to Perform as USAID Presidential Malaria Initiative (PMI) Resident Advisor

Dear Prospective Offerors:

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

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

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

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

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

Sincerely,

Reid H. Ahl, CM
Contracting Officer

ATTACHMENT 1

I. GENERAL INFORMATION

1. SOLICITATION NO.: REQ-696-24-000013
2. ISSUANCE DATE: February 12, 2024
3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS: March 4, 2024, 12:00 P.M. Africa Central Time
4. POINT OF CONTACT: Human Resources Office's email at: kigalihr@usaid.gov.
5. POSITION TITLE: U.S. President's Malaria Initiative (PMI) Resident Advisor
6. MARKET VALUE: \$104,604 – \$135,987 equivalent to GS-14. Mission Director approval is required if a TCN is selected. Final compensation will be negotiated within the listed market value.

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

7. PLACE OF PERFORMANCE: Kigali, Rwanda with possible travel as stated in the Statement of Duties.

Overseas USPSCs and TCNPSCs not subject to the local compensation plan may be authorized to telework or remote work only from location within the country of performance, in accordance with Mission policy. Telework or remote work from outside the country of performance may only be authorized in certain situations in accordance with the terms and conditions of the contract.

8. PERIOD OF PERFORMANCE: The base period will be two years, estimated to start on or about September 1, 2024. Based on Agency need, the Contracting Officer may exercise additional option period(s) for one year based for the dates estimated as follows:

Base Period	o/a September 1, 2024 to o/a August 31, 2026
Option Period 1	o/a September 1, 2026 to o/a August 31, 2027
Option Period 2	o/a September 1, 2027 to o/a August 31, 2028
Option Period 3	o/a September 1, 2028 to o/a August 31, 2029

9. ELIGIBLE OFFERORS: U.S. and Third Country National citizens.
10. SECURITY LEVEL REQUIRED: Facility Access (If filled with a U.S. citizen and there is a change in circumstances requiring access to U.S. national security information the offeror may be requested to obtain and maintain a SECRET level clearance issued by USAID).
11. STATEMENT OF DUTIES:

- a. General Statement of the Purpose of the Contract. USAID/Rwanda is seeking a qualified individual to serve as the USAID President's Malaria Initiative (PMI) Resident Advisor in the Health Office. The goal of PMI is to reduce malaria-related mortality across a number of high-burden countries in sub-Saharan Africa, and elsewhere, through rapid scale-up of proven and highly effective malaria prevention and treatment measures, including: insecticide-treated mosquito nets (ITNs); indoor residual spraying (IRS); accurate diagnosis and prompt treatment with artemisinin-based combination therapies (ACTs); and intermittent preventive treatment of pregnant women (IPTp). Malaria prevention and control remain major US foreign

assistance objectives, and the PMI Strategy fully aligns with the United States Government (USG) vision of ending preventable child and maternal deaths and ending extreme poverty. Under the PMI Strategy, the USG goal is to work with PMI-supported countries and partners to further reduce malaria deaths, and substantially decrease malaria morbidity, towards the long-term goal of elimination. In Rwanda, PMI provides vital financial and technical assistance to deploy lifesaving interventions including IRS, ITNs, and malaria diagnostics and treatment, and investments in stronger, more-resilient health systems. PMI Rwanda helps train health workers, strengthen supply chains, improve data monitoring, and reinforce health policies. PMI investments support and build on the Government of Rwanda (GOR)'s malaria work, in coordination with other stakeholders. The USAID PMI Resident Advisor provides leadership, technical guidance, and overall direction on the planning, implementation, management, and monitoring of PMI in Rwanda. The PMI Resident Advisor is the key interlocutor with senior level government of Rwanda malaria professionals. This requires close coordination with the Ministry of Health (MOH), Rwanda Biomedical Center (RBC), development partners, and other implementing partners. The USAID PMI Resident Advisor works in close collaboration with the PMI Resident Advisor of the Centers for Disease Control and Prevention (CDC) in Rwanda, one Cooperating Country National Personal Services Contractor (CCNPSC) Project Management Specialist, and other USAID personnel working within and overseeing the Mission's activities, including the Health Office Director and the USAID Mission Director. The PMI Resident Advisor shall liaise regularly with CDC Rwanda and backstops for the PMI program in USAID/Washington and CDC Atlanta. The USAID PMI Resident Advisor responsibilities include regular contact and collaboration with the counterparts in the Malaria and Other Parasitic Diseases Division (MOPDD) of the RBC and other government ministries and agencies, as well as in a wide range of civil society and private organizations, other donor and international organizations, and other USG entities working in malaria prevention and control. The USAID PMI Resident Advisor shall exercise extensive independent judgment in planning and carrying out tasks, in representing the USG in critical technical and policy fora, resolving problems and conflicts, and taking steps necessary to meet deadlines. The USAID PMI Resident Advisor will perform inherently governmental functions such as officially representing USAID at functions, advising on policy documents, managing contracts and grants, budgeting, developing planning documents and work plans, and reporting. The USAID PMI Resident Advisor will serve as the technical and program team leader for the USAID PMI unit and, together with the CDC PMI Resident Advisor, the PMI co-lead at the U.S. Embassy Kigali. The USAID PMI Resident Advisor will provide technical expertise in malaria treatment, prevention, and control and must understand the social, economic, and cultural determinants and implications of the malaria epidemic in Rwanda and neighboring countries. The USAID PMI Resident Advisor will formulate the USG position on malaria, make important policy decisions, and manage the program as a key representative of USAID/Rwanda. The USAID PMI Resident Advisor reports to the Health Office Director, who will provide overall operational oversight and supervision. The USAID Mission Director provides overall guidance to PMI.

b. Statement of Duties to be Performed

Strategic and Technical Leadership

25%

- Ensure that all activities are consistent with internationally accepted best practices and relevant to the specific malaria epidemiology of Rwanda and are in alignment with the MOH. Stay abreast and have a command of related malaria assessment reports, performance statistics and other available data, make programmatic recommendations to the Health Office and the backstops for the PMI in USAID/Washington and CDC counterparts in Rwanda and Atlanta as appropriate. Provide detailed input on issues related to the host country and USG health policies and programs and their positive and negative impact on malaria activities in the host country.
- Coordinate the design, planning and implementation of malaria prevention and control activities consistent with USAID's strategy and with the MOPDD and PMI. Provide technical support to PMI partners and managerial support as needed during the designing and implementation phases to ensure the quality of interventions and programmatic targets are met.
- Serve as a technical advisor on strategies, activities, and approaches to help households, communities, systems, and institutions address the root causes of malaria mortality and morbidity. Guide strategic and technical decision making on best use of malaria resources, with a focus on high burden districts.
- Advise the RBC/MOH central and district program managers, and local government officials, on all aspects of the PMI and inform them of any alternative approaches for attaining program objectives, and

provide the technical and managerial expertise to MOH health districts and local communities to build institutional capacity.

- Conduct analyses of opportunities and constraints presented by innovative approaches to improving the health status in the host country and participate in the formulation, execution, and assessment of these activities.

Program Management

25%

- Be responsible for developing annual work plans in line with PMI objectives and goals. This will include but is not limited to case management of malaria in health facilities and at the community level; distribution of ITNs through health facilities, large-scale campaigns, and the private sector; support to activities to prevent and effectively treat malaria in pregnancy; IRS; and information, education, and communications initiatives to promote the use of these interventions.
- Provide technical oversight and management of contracts and grants being implemented under the PMI. This includes but is not limited to malaria prevention and control activities such as social behavior change activities, bed net purchase and distribution, antimalarial drug purchase and distribution, IPTp coverage, the diagnosis and treatment of acute malaria, and IRS.
- Serve as Agreement/Contract Officer's Representative (A/COR) and Activity Manager for selected Mission contracts, cooperative agreements and grants funded by the PMI or other USAID programs.
- Be responsible for monitoring and reporting the results of all PMI activities. Manage and oversee services and deliverables provided by contractors and grantees, in accordance with USAID program management regulations, procedures and practices.
- Work with USAID partners to ensure that programmatic commodities are purchased in a timely and cost-effective manner; and that absorptive capacity exists in implementation sites to receive, manage, and distribute these items effectively.
- Review implementing partner annual workplans to ensure that activities are in compliance with the performance expectations outlined in their work plans and in their contracts/agreements with USAID.
- Manage relationships with implementing partners including the oversight of services and deliverables provided, as well as working closely to monitor budget and financial review of all malaria activities, including preparing the malaria information for routine Mission pipeline reviews. Ensure obligations and expenditures and budget pipelines conform to workplans and that partners effectively and efficiently implement approved workplans for malaria activities.

Supervision, Coaching/Mentoring and Staff Support

20%

- Serve as a direct supervisor to the CCN Infectious Disease Specialist, setting work objectives, a training plan with benchmarks, performing at least eight hours per week of training and/or mentoring, and conducting regular performance assessments.
- Work with direct report(s) to determine training needs, help identify appropriate training opportunities and ensure fair participation in training.
- Provide expert advice and guidance to direct report(s) on matters relating to health programming and how best the other program components could contribute to ensure an effective service cascade.
- If a TCN is selected for this position, the incumbent will provide at least eight hours per week of training to a cooperating country national (CCN) in the PMI team designated by USAID. The PSC Supervisor will establish a training plan with benchmarks to measure the TCNPSC's progress toward achieving this training deliverable.

Multi-stakeholder Engagement and Representation

20%

- Establish, develop, and maintain productive collaborative relationships with a wide range of partners and stakeholders such as the MOH/RBC, provincial and district governments, Global Fund, WHO, other donors, and NGOs dealing with issues related to malaria to ensure that all PMI activities are complementary and enhance other malaria activities implemented in the host country.
- Coordinate with other partners and support efforts to address malaria control delivery gaps and help build technical and managerial capacity within the MOPDD at the national, district and lower levels.
- Collaborate closely with other members of the Health Office team to ensure effective implementation of USAID's health strategy to improve health outcomes and increase service use in targeted areas.

- Participate in and represent USAID/Rwanda and PMI Rwanda in malaria-related meetings hosted by the MOPDD, PMI, and other relevant international conferences.

Monitoring and Evaluation (M&E)

10%

- Be responsible to develop an M&E plan in line with the PMI targets, as well as ensure that PMI partners develop project monitoring plans and report in a timely manner on their activities.
 - Provide expert advice and practical experience in helping the MOH, the MOPDD and other partners to monitor inputs, outputs and outcomes, and report on the program's overall impact.
 - Coordinate monitoring and evaluation visits to implementation sites to ascertain all quantitative and qualitative data is collected properly, and programmatic quality is maintained.
 - Ensure that U.S. government resources are monitored to maximize the achievement of sustained results in line with U.S. government laws, regulations, policies, and procedures to prevent fraud, waste and abuse.
 - Conduct analysis of program performance and recommend changes in strategic and/or implementation approaches as indicated.
 - Work closely with the Mission Monitoring and Evaluation Specialist and implementing partners to track results achieved; analyze data and results to confirm their continuing validity; take a lead role in developing performance information for annual results reporting on PMI.
 - Work with PMI headquarters to fulfill annual data reporting requirements for the PMI Annual Report to Congress, including development of human-interest stories that highlight PMI work in-country and short lessons learned briefers based on the results of Monitoring & Evaluation.
- c. USAID Consultation or Orientation: To be determined at the time of contract negotiation.
- d. Supervisory Relationship: The USAID PMI Resident Advisor shall be supervised by the Health Office Director or designate. Assignments shall be made orally and in writing. However, the USAID PMI Resident Advisor is expected to function effectively with minimal direct supervision and with a high degree of autonomy, establishing own priorities, adhering to, and meeting established deadlines, and managing relationships and performing responsibilities and duties with minimal guidance and limited follow-up. Performance is evaluated annually based on accomplishments.
- e. Supervisory Controls: The USAID PMI Resident Advisor will supervise one CCNPSC who supports the PMI program in Rwanda, providing overall guidance and coordinating their work to achieve program objectives. If a third country national (TCN) is selected for award, during the period of this contract, the TCN personal service contractor must provide at least eight hours per week of training to a cooperating country national (CCN) in the PMI team designated by USAID. The PSC Supervisor will establish a training plan with benchmarks to measure the TCNPSC's progress toward achieving this training deliverable.

12. PHYSICAL DEMANDS: The work requested does not involve undue physical demands.

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

1. **Education:** Master's degree or local equivalent from an accredited program in Medicine, Epidemiology, Public Health, Social or Behavioral Sciences, Biology, or equivalent is required.
2. **Prior Work Experience:** A minimum of seven to ten (7-10) years progressively responsible experience in designing, implementing, and managing malaria and other health programs in developing countries, with a preference for experience with malaria or parasitic diseases and experience in Rwanda. Experience working with GOR and the Ministry of Health strongly preferred. Specialized experience in malaria is required in areas including but not limited to vector control, entomology, clinical case management of malaria, epidemic surveillance, and forecasting.

III. EVALUATION AND SELECTION FACTORS

The Government may award a contract without discussions with offerors in accordance with FAR [52.215-1](#). The CO reserves the right at any point in the evaluation process to establish a competitive

range of offerors with whom negotiations will be conducted pursuant to [FAR 15.306\(c\)](#). In accordance with [FAR 52.215-1](#), if the CO determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. FAR provisions of this solicitation are available at <https://www.acquisition.gov/browse/index/far>.

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

USAID policy specifies that U.S. citizens or resident aliens (USNs) are preferred over third country nationals (TCNs). Therefore, USN and TCN offers will not be evaluated together. USAID will evaluate USN offers first and if the CO determines that there are no qualified USNs, only will USAID evaluate TCN offers.

To meet the basic eligibility requirements for this position the offeror must:

- Be a U.S. or a Third Country National citizen with eligibility to work lawfully in Rwanda.
- Submit a complete application as outlined in Section IV. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements.
- Have the ability to obtain and maintain a security certificate (Facility Access, and possibly up to Secret for a U.S. citizen candidate.)
- Have the ability to obtain and maintain a Department of State medical clearance throughout the contract.
- Not appear as an excluded party in the System for Award Management (SAM.gov).
- Present verified academic credentials if asked.

After the closing date for receipt of applications, those that meet the minimum qualification requirements (education and experience) will be referred to the Technical Evaluation Committee (TEC). The TEC will review and score the applications to create a list of applicants to be interviewed. Candidates will be evaluated based on information presented in the application, skills test (when used), interview, and obtained through reference checks. An applicant's references must be able to provide substantive information about past performance and abilities.

BASIS OF RATING

Application Review

20 Points

Materials provided in the application package will be reviewed and scored based on the information provided outlining the quality of experience and education that support the job knowledge, skills and abilities outlined below:

Technical Knowledge and Development Program Management Experience

- Expertise of malaria or vector borne diseases, including but not limited to vector control, entomology, clinical case management of malaria, epidemic surveillance, commodity forecasting, and program monitoring and evaluation.
- Understanding of malaria programming including but not limited to case management of malaria in health facilities and at the community level; campaigns to distribute long-lasting insecticide nets; intermittent preventive treatment of pregnant women; seasonal chemoprophylaxis for children under five; indoor residual spraying.
- Knowledge of quantitative and qualitative evaluation methods for the development of evaluation/research agendas and related scopes of work.

Skills and Abilities

- Technical leadership, program management, strategic planning, policy experience and problem-solving skills working on complex projects in a highly sensitive environment are required.
- Analytical ability to interpret public policy and apply it to programming.

- Performance management of programs and teams to produce quality results, including budget management; mentoring/coaching and staff development; and programmatic monitoring and evaluation.
- Program and policy development for national malaria prevention and control.
- Interpersonal skills, tact and diplomacy to establish and sustain effective working relationships with senior officials; navigate and manage politically sensitive issues; broker consensus and negotiate win-win solutions to difficult situations; work effectively with a variety of people from various backgrounds; and promote a team environment.
- Oral and written communication in English to translate highly technical information to both technical and non-technical audiences; Ability to develop and deliver compelling and persuasive technical presentations to senior USG and host-government officials, as well as international audiences.
- Computer skills including ability to navigate the Internet, manage email applications, use Microsoft suite of applications and use statistical or other types of analytical software (e.g.) SPSS Statistics), as relevant.

Skills Test

15 Points

A skills test will be administered to gauge the candidate’s ability to write effectively and analyze data.

Interview Performance

65 Points

Interview questions are intended to better understand the candidate’s technical knowledge and abilities, as well as working style, propensity to work in a team environment, and maintain effective relationships with a wide variety of professionals. The interview will include at least one question related to Diversity, Equity, Inclusion, and Accessibility (DEIA) concepts.

Total Possible Points:

100 Points

Reference Check

PASS/FAIL

A “Fail” Reference Check would result from information regarding confirmed illegal or unethical activities or a preponderance of negative feedback from numerous references; e.g., not a single critical comment.

IV. SUBMITTING AN OFFER

1. Eligible Offerors are required to complete and submit the offer form **AID 309-2**, “Offeror Information for Personal Services Contracts with Individuals,” available at <http://www.usaid.gov/forms>. Offerors are required to complete sections A through I. This form must be signed (ink or electronic signature).
2. Offers must be received by the closing date and time specified in **Section I, item 3**, and submitted to the Point of Contact in **Section I, Item 4**.
3. Offeror submissions must clearly reference the Solicitation number on all offeror submitted documents (and in subject line of any email).
4. Your resume must contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

By submitting your offer materials, you certify that all 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.

V. LIST OF REQUIRED FORMS PRIOR TO AWARD

The CO will provide instructions about how to complete and submit the following forms after an offeror is selected for the contract award. Forms outlined below can be found at:

<http://www.usaid.gov/forms/> or at <http://www.forms.gov/bgfPortal/main.do>

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

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

VI. BENEFITS AND ALLOWANCES

As a matter of policy, and as appropriate, a USPSC is normally authorized the following benefits and allowances; benefits marked with an * are also applicable to TCNPSC:

1. BENEFITS:

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

2. ALLOWANCES

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

- (a) Temporary Lodging Allowance (Section 120).*
- (b) Living Quarters Allowance (Section 130).* (n/a to Rwanda)
- (c) Post Allowance (Section 220).*
- (d) Supplemental Post Allowance (Section 230). (n/a to Rwanda)
- (e) Separate Maintenance Allowance (Section 260).*
- (f) Education Allowance (Section 270).*
- (g) Education Travel (Section 280).*
- (h) Post Differential (Chapter 500).*
- (i) Payments during Evacuation/Authorized Departure (Section 600)*
- (j) Danger Pay. (Section 650) (n/a to Rwanda)

NOTE: Family members of USPSC's seeking employment in the local economy overseas need to be aware of the work permit regulations in the host country. If a country does not have a bi-lateral work agreement with the U.S. Government, USPSCs must seek Chief of Mission and Contracting Office approval to seek employment in the local economy; approval is not guaranteed.

VII. TAXES

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

must follow the tax regulations of their home country.

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> For TCNPSCs, USAID Acquisition Regulation (AIDAR), Appendix J, “Direct USAID Contracts With a Cooperating Country National and With a Third Country National for Personal Services Abroad,” including contract clause “General Provisions” available at <https://www.usaid.gov/ads/policy/300/aidar>

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

LINE ITEMS

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

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

AAPD 06-10 – PSC Medical Expense Payment Responsibility

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

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

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

FAR 52.222-50 – Revised Combating Trafficking in Persons

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

FAR 52.204-27 Prohibition on a ByteDance Covered Application.

FAR Clause 52.204-27 is hereby incorporated as Appendix 4 to the solicitation.

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

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

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

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

6. FAR Provisions Incorporated by Reference

52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	Jun 2023
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APPENDIX 1

USPSC PROVISION "MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006) MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)

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

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

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

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

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

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

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

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

medical travel to be an allowable cost under General Provision 10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

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

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

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

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

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

[End of Provision]

APPENDIX 2

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

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

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

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

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

(ii) In addition to the information certified by the contractor in their Offeror Information form, the contracting officer may require the contractor to furnish copies of previously executed

contracts, and/or other evidence of previous service (*e.g.*, SF 50, DD Form 214 or 215) to conduct the due diligence necessary to verify creditable previous service.

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

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

(ii) The end of the contract.

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

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

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

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

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

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

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

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

(A) Two (2) years, or

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

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

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

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

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

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

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

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

(A) Two (2) years, or

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

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

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

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

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

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

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

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

Mission, the contractor is not eligible for home leave for qualifying Missions, and this paragraph (d) will not apply.

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

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

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

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

(i) Family and Medical Leave.

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

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

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

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

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

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

(5) In accordance with [29 CFR part 825.207](#), the contractor may take LWOP for family and medical leave purposes. However, the contractor may choose to substitute LWOP with accrued annual or sick

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

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

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

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

(j) *Paid Parental Leave.*

(1) 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 of Clause]

GP 30. Relocation Expense Benefit

Relocation Expense Benefit [Deviation (NOV 2021)]

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

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

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

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

(b) In addition, a contractor legally residing in, and relocating from the U.S., its commonwealth, possessions or territories to the cooperating country pursuant to this personal services contract may receive a pre-departure subsistence expense reimbursement for the contractor and each eligible family member for up to 10 days before final departure to the cooperating country abroad, beginning not more than 30 days after the contractor has vacated their residence, using the following partial flat rate method:

(1) an actual lodging amount (excluding lodging tax) up to the lodging portion of the per diem of the U.S. locality of the contractor's legal place of residence, and a flat amount equal to the meal and incidental expense (M&IE) portion of the per diem according to the formula below. In addition, the contractor may be reimbursed separately for taxes imposed on actual lodging expenses, if any. Receipts are required only for lodging.

(2) For the initial occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(3) For each additional occupant, whether the contractor or accompanying eligible family member age 12 or over, a daily lodging amount not in excess of 75% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 75% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(4) For each accompanying eligible family member occupant under age 12, a daily lodging

amount not in excess of 50% of the published lodging portion of the per diem rate for the U.S. locality at which the occupant normally resides, and a flat amount equal to 50% of the meal and incidental expense portion of the referenced per diem rate to defray costs for meals, laundry and dry cleaning.

(5) A contractor and any accompanying eligible family member relocating from a place other than the U.S., its commonwealth, possessions or territories to the cooperating country, will not be eligible for the pre-departure subsistence expense portion of the relocation expenses. (6) Expenses of local transportation are not allowable.

(c) The contractor must obtain approval for what is authorized in paragraphs (a) and (b) of this clause in the Travel Authorization (TA) issued by USAID to the contractor, in accordance with the Travel and Transportation Expenses clause. The contractor must claim reimbursement under the TA only after the contractor and all accompanying eligible family members, if any, have arrived in the cooperating country.

(d) If the contractor does not complete twelve consecutive months in the cooperating country, except for reasons beyond the contractor's control, the contractor will be liable to reimburse USAID for the amount of the relocation expense benefit received.

[End of Clause]

APPENDIX 3

52.222-50 Combating Trafficking in Persons (Nov 2021)

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

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

Coercion means-

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

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

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

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

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

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

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

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

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

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

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

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

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; and
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

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

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

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

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

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

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

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

(5)

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

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

(6) Charge employees or potential employees recruitment fees; (7)

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

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

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

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is- or (A) Legally permitted to remain in the country of employment and who chooses to do so;

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

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

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

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

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

(1) Notify its employees and agents of-

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

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

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

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

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

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

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

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

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

[End of Clause]

APPENDIX 4

FAR 52.204-27 Prohibition on a ByteDance Covered Application (June 2023)

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

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

[End of clause]