SUBJECT: SOLICITATION NUMBER 72068518R00004 FOR A U.S. CITIZEN PERSONAL SERVICES CONTRACTOR – PROGRAM ANALYST (LOCAL HIRE) FOR USAID SENEGAL

Ladies and Gentlemen:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking applications of qualified U.S. Citizens individuals interested in providing Personal Services Contract (PSC) services as described in the attached solicitation.

Submission shall be in accordance with this solicitation and at the place and time specified. In order to be considered for the position a candidate must meet the minimum qualifications listed in the solicitation. The Program Analyst position will be located in Dakar, Senegal.

Interested applicants must submit all the materials required by the solicitation:

- Cover Letter;
- Curriculum Vitae or resume;
- Form AID 302-3 (available at http://www.usaid.gov/forms/);
- Supplemental document addressing the evaluation factors;
- List of three professional references who are familiar with your work experience.

All application packages are to be submitted by email to: usaid dakar-hr@usaid.gov.

Please cite the solicitation number and position title within the subject line of your email application. Any attachments provided via email must be in PDF and not zipped.

Application letters and Form AID 302-3 must be signed. Incomplete and unsigned applications/forms will not be considered.

USAID anticipates awarding one (1) Personal Service Contract as a result of this solicitation. Please note that this does not constitute any guarantee that a PSC will be awarded as result of this solicitation nor does it constitute any authorization by USAID to reimburse costs incurred in the preparation of an application. Any questions on this solicitation should be sent to Chadwick Mills at cmills@usaid.gov.

Sincerely,

Chadwick Mills
Contracting Officer
### JOB VACANCY ANNOUNCEMENT IN SENEGAL  
**US PERSONAL SERVICES CONTRACTOR – LOCAL HIRE**  
**PROGRAM ANALYST**

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<tr>
<td><strong>1.</strong> Solicitation Number:</td>
<td>72068518R00004</td>
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<td><strong>2.</strong> Issuance Date:</td>
<td>April 12, 2018</td>
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<td><strong>3.</strong> Closing Date/Time:</td>
<td>May 3, 2018 - 5:00 pm (Senegal time)</td>
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<td><strong>4.</strong> Position Title:</td>
<td>PROGRAM ANALYST</td>
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<td><strong>5.</strong> Market Value:</td>
<td>GS-12 ($63,600 – $82,680 per annum). (The final compensation will be negotiated within the listed market value based on the successful candidate’s salary history, work experience and educational background. Salaries over and above the top of the pay range will not be entertained or negotiated.)</td>
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<td><strong>6.</strong> Area of Consideration:</td>
<td>U.S. Citizens (Locally hired) (A U.S. citizen for purposes of this definition also includes persons who at the time of contracting are lawfully admitted permanent residents of the United States.)</td>
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<td><strong>7.</strong> Organization Location of Position:</td>
<td>Dakar, Senegal</td>
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<td><strong>8.</strong> Direct Supervisor:</td>
<td>Deputy Health Office Director</td>
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<td><strong>9.</strong> Supervisory Exercised:</td>
<td>None</td>
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<td><strong>10.</strong> Period of Performance:</td>
<td>Immediate upon receipt of security/medical clearances. (The duration of the US Personal Services Contract will be for two (02) years, with options of extensions up to five (5) years, subject to satisfactory performances, availability of funds and need of employment.)</td>
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<td><strong>11.</strong> Place of Performance:</td>
<td>Dakar, Senegal</td>
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<td><strong>12.</strong> Security Access:</td>
<td>Employment authorization</td>
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POSITION DESCRIPTION

A. COUNTRY BACKGROUND

USAID/Senegal requires analysis and writing support to advance USAID assistance for health services and health systems strengthening support in Senegal.

The primary purpose of this position is to serve as a Program Analyst within the USAID/Senegal Health Office. The Health Office is USAID/Senegal’s largest technical office; with over half the mission budget, it generates a large volume of work, including activity planning, document preparation and monitoring, consultant coordination, Embassy liaison work, and interaction with host-government, donor, and private-sector contacts, among other activities. As a member of the Health team, the Program Analyst will ensure the provision of high-quality reporting, communication, and writing support services to the Health Office.

This position is for a local hire U.S. Personal Services Contractor (USPSC) to provide technical support to the health portfolio, with specific responsibilities in the areas of reporting, communication and budget tracking. The Program Analyst will be supervised by the Health Office Deputy Director and will provide support to the entire health office.

B. POSITION DESCRIPTION

Under the overall direction and supervision of the Health Office Deputy Director, the incumbent serves as a Program Analyst to support the entire Health Office.

The incumbent’s specific responsibilities are:

1. Support USAID Health technical advisors to draft, edit and prepare relevant documents, including the Annual Performance Reports (PPR), Operational and Health Implementation Plan (OP/HIP), Project Activity Documents (PAD), Evaluations, Direct Financing documentation and other processes. Have the ability to coordinate these processes and produce relevant final documentation in a timely manner.
2. Support USAID Health technical advisors in the development of memoranda of understanding, program descriptions, implementation letters, and other types of documentation that describe USAID health assistance to the Government of Senegal.
3. Coordinate the process for quarterly and annual deliverables from implementing partners and assist health technical advisors to track deliverables, as supervised by the deputy.
4. Provide day-to-day support to USAID Health technical advisors in conducting and/or documenting research, writing official internal and external memos, success stories, issue briefs, case studies, and fact sheets, creating PowerPoint slide decks, responding to taskers and briefers from Washington and the Front Office, and other communications materials that advance USAID health development objectives.
5. Attend and provide written reports/minutes on meetings with project leadership, government and development partners, technical experts, bilateral and multilateral health donors, and other stakeholders in support of and in close collaboration with USAID Health technical advisors.
6. Serve as the point-of-contact for the communications specialists (DOCs) in the USAID/Senegal mission.
7. Support planning and communication materials for events, including Ambassadorial trips, Congressional delegations, and other high-level visits.
8. Track and analyze budget priorities for the Health Office.

C. QUALIFICATION, EXPERIENCE AND EVALUATION CRITERIA

To be considered for this position, applicants must meet the minimum qualifications:
- American citizen, Senegal local resident at time of hire, US Mission local employee staff, and/or EFM.
- Master’s in public health, public administration, international studies, communications or other related field
- At least five years of experience working on development projects with demonstrated expertise in programmatic support and writing
- Ability to multi-task and produce written material quickly and efficiently
- Familiarity with U.S. government development assistance priorities
- Ability to work efficiently in both a team setting and independently; sense of humor preferred
- Fluency in English (level IV) and French (level III) is required
- Able to obtain a security clearance

Supervision Received: The incumbent is supervised by the Deputy Health Office Director. The incumbent should possess skills for working under minimum supervision.

D. EDUCATION/EXPERIENCE REQUIRED /DESIRED FOR THE POSITION

In order to be considered for this position a candidate must meet the Required Minimum Qualifications listed below. Consideration and selection will be based on panel evaluation of Required Minimum Qualifications, and Evaluation Factors. Additionally, interviews and a writing test may be requested. Applicants are encouraged to write a brief appendix to a resume to demonstrate how prior experience and/or training addresses the Required Minimum Qualifications and Evaluation Factors listed below:

a) MINIMUM QUALIFICATIONS REQUIRED

Education: Master’s in public health, public administration, development or related field.

Prior work experience: At least five (5) years of experience supporting and/or documenting development projects with demonstrated expertise in programmatic support and writing.

Language Proficiency: Level IV (fluent) English and Level III French are required.

Knowledge: A good working knowledge of the nature and goals of the program. Must have expertise in knowledge management and ability to gather and synthesize information from multiple sources and languages under tight deadlines. S/he must have the ability to write internal documents, official memos, success stories, issue briefs, and fact sheets, create slide decks and develop other communications materials that advance USAID health development objectives. Familiar with U.S. government development assistance priorities.
Skills and Abilities: Must have exceptional writing, reporting and synthesis skills and be able to work in a fast-paced team environment. S/he must be able to communicate effectively both orally and in writing. S/he is expected to prepare correspondence documents in English and/or French. Proficiency in word processing and spreadsheet applications (Word, Excel, Access) including typing skills in English and French are required. The incumbent must have professional self-confidence to work under minimal supervision and support the health team to provide input on taskers, briefers and all other needed documentation and/or reports from Washington and the Front Office. The incumbent must have knowledge of public health and/or development assistance in order to produce pertinent documentation. S/he must coordinate across teams and provide programmatic support.

b) EVALUATION AND SELECTION FACTORS

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<th>Written Application (80 points)</th>
<th>Interview (100 points)</th>
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<tr>
<td>Education</td>
<td>Extent to which the applicant’s education prepares them for the requirements of the position; academic performance of the applicant (eg. GPA) (10 points)</td>
<td>Extent to which the applicant’s education prepares them for the requirements of the position (10 points)</td>
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<tr>
<td>Prior Work Experience</td>
<td>Extent to which the applicant’s prior work experience matches the specific responsibilities of this position described in the Position Description above (30 points)</td>
<td>Extent to which the applicant’s prior work experience matches the specific responsibilities of this position described in the Position Description above (30 points)</td>
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<tr>
<td>Knowledge</td>
<td>n/a</td>
<td>Extent to which applicant demonstrates knowledge of the nature and goals of the USAID/Senegal health office and familiarity with U.S. government development assistance priorities (10 points)</td>
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<tr>
<td>Language proficiency – oral</td>
<td>Level of oral language proficiency cited in the applicant’s resume (10 points)</td>
<td>Extent to which applicant clearly articulates his or her ideas verbally in English and French. (15 points)</td>
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<tr>
<td>Writing Skills</td>
<td>Extent to which applicant’s writing samples demonstrate the ability to express ideas clearly in both programmatic and communication materials;</td>
<td>Extent to which applicant’s writing test is clear and concise; overall quality of writing in writing test (20 points)</td>
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<tr>
<td>Other skills and abilities</td>
<td>Written application demonstrates the ability to do the following: work as part of a team and individually; work in a fast-paced environment and multi-task; proficiency in word processing and spreadsheet applications (Word, Excel, Access) including typing skills in English and French; work under minimal supervision. (10 points)</td>
<td>Interview demonstrates ability to: work as part of a team and individually; work in a fast-paced environment and multi-task; proficiency using word processing and spreadsheet applications (Word, Excel, Access); work under minimal supervision. (15 points)</td>
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E. POSITION ELEMENTS

**Supervision Received:** The incumbent is supervised by the Deputy Health Office Director. The incumbent should possess skills for working under minimum supervision.

**Available Guidelines:** The incumbent will need to use and build upon existing communication and records manuals, SOPs, relevant AID handbooks, ADS, and Missions Orders. When guidance does not exist or is not documented, the incumbent will be responsible for researching past precedent and establishing new guidance or templates.

**Exercise of Judgment:** The incumbent is expected to be familiar with the entire Health team portfolio and its partners as well as with other bilateral and multilateral health donors.

**Authority to Make Commitments:** None

**Nature, Level and Purpose of Contacts:** Employee will have contact with USAID/ Senegal technical and support teams, Health Program implementing partners, USAID/Washington and U.S Embassy personnel.

**Purpose of Contacts:** The incumbent will need to establish and maintain collegial relations with implementing partners in order to represent and document the development contributions made by the USG to an external audience.

NOTICE TO APPLICANTS: The USAID reserves the right to obtain from previous employers relevant information concerning the applicant’s past performance and may consider such information in its evaluation.
F. PERIOD OF PERFORMANCE/COMPENSATION

This will be a two-year contract, with three (1) one-year option periods subject to the availability of funds, continuing need of the services and satisfactory performance pursuant to FAR 52.217-9. The intended start date is on or about June 1, 2018.

The position has been classified at a U. S. Government GS-12 level. The annual salary range is ($63,600 – $82,680). Salary will be negotiated within that range depending on qualifications and previous earning history.

G. APPLICATION INSTRUCTIONS

Interested individual must submit:

● A cover letter of application highlighting your reason for applying for the position;
● Most current curriculum vitae (CV) or resume;
● Two or three brief writing samples (1-5 pages each) that together demonstrate ability to write both programmatic documents and communication materials
● Fully completed and hand-signed copy of Form a302-3. Form can be found at http://www.usaid.gov/forms/
● Three (3) references within the last ten years of the applicant’s professional life. At least two references must be from current or former direct supervisors who can provide information regarding the applicant’s knowledge of the work outlined in the Position Description. Applicants must provide e-mail addresses and/or telephone numbers for all references.

Please reference the solicitation number on your application, and as the subject line in any cover letter. Only the highest ranking applicants will be selected for an interview.

The CV/resume must contain sufficient relevant information to evaluate the application in accordance with the stated evaluation criteria. Broad general statements that are vague or lacking specificity will not be considered as effectively addressing particular selection criteria.

The applicant’s references must be able to provide substantive information about his/her past performance and abilities. USAID/Senegal reserves the right to obtain from previous employers relevant information concerning the applicant’s past performance and may consider such information in its evaluation. (The a302-3 must be signed and those submitted unsigned will be rejected). Applicants must provide their full mailing address with telephone and email address and should retain for their records copies of all enclosures that accompany their submissions.

Applications must be received by the closing date and time at the address specified in the cover letter and should be sent to the following email address:

usaiddakar-hr@usaid.gov
Attn.: Contracting Officer
H. LIST OF REQUIRED FORMS FOR PSCs:

Forms outlined below can be found at http://www.usaid.gov/forms

1. Application for Federal Employment (AID 302-3)
2. Contractor Physical Examination (AID Form 1420-62)**
3. Questionnaire for Sensitive Positions (for National Security)(SF-86), or **
4. Questionnaire for Non-Sensitive Positions (SF-85)**
5. Finger Print Card (FD-258)**

**Forms 2 through 5 shall be completed only upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

I. BENEFITS/ALLOWANCES:

A contractor meeting the definition of a U.S. Resident Hire PSC shall be subject to U.S. Federal Income Tax, but shall not be eligible for any fringe benefits (except contributions for FICA, health insurance and life insurance), allowances, or differentials.

A. BENEFITS:
Employee's FICA Contribution (US Citizens only)
Contribution toward Health & Life Insurance
Annual & Sick Leave

B. FEDERAL TAXES: USPSCs are not exempt from payment of Federal Income taxes.

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

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


2. ADS 309.3.3 Cooperating Country National and Third Country National Personal Services Contracts (CCN and TCN PSCs)
USAID policy is that the use of CCNPS Cs is preferred over the use of TCNPS Cs in order to integrate the foreign assistance effort into the community, enhance the skills of the cooperating country's population, and contribute to the local economy. USPSCs are also preferred over TCNPS Cs with equivalent qualifications. TCNPS C positions must only be used when:
- Qualified CCNs are not available;
- Limitations on Agency and Mission operations do not allow sufficient time to train CCNs; and
- Program efficiencies and policy objectives can only be achieved using TCNPS Cs as a substitute for available, eligible, and qualified U.S. citizens (as defined in AIDAR Appendix D) and persons from the host country.
In all cases, the establishment of a TCNPSC position must be temporary. The requirement to train CCNs to take over the work, including an estimate of the time required for that training, must be a part of the position description and a measurable deliverable in the completed contract (see the CCN and TCN PSC Solicitation Template).


Special attention should be given to AAPD 15-02 for information on Leave and Holidays and AAPD 06-10 on PSC Medical Expense Payment Responsibility.

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://www2.oge.gov/web/oge.nsf/OGE%20Regulations/5D633072D0B2DB5085257E96006A90E7?opendocument

The following mandatory and required as applicable FAR Clauses have been incorporated into Attachment 1 to this solicitation:
FAR Clause 52.204-9
FAR Clause 52.222-50

**EQUAL EMPLOYMENT OPPORTUNITY (EEO):** The US Mission in Senegal provides equal opportunity and fair and equitable treatment in employment to all people without regard to race, color, religion, sex, national origin, age, disability, political affiliation, marital status, or sexual orientation. USAID/Senegal also strives to achieve equal employment opportunity in all personnel operations through continuing diversity enhancement programs.

The EEO complaint procedure is not available to individuals who believe they have been denied equal opportunity based upon marital status or political affiliation. Individuals with such complaints should avail themselves of the appropriate grievance procedures, remedies for prohibited personnel practices, and/or courts for relief.
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)


(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor employee’s employment.
3. Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(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.

“Commercially available off-the-shelf (COTS) item” means—
1. Any item of supply (including construction material) that is—
   1(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
   1(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.

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

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

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

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

“Involuntary servitude” includes a condition of servitude induced by means of—
(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
(2) The abuse or threatened abuse of the legal process.

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

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

“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 accessible to the worker, 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 cost to be charged to the 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 recruitment fees;
(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—
(A) Legally permitted to remain in the country of employment and who chooses to do so; or
(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or
(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the
work document shall be provided to the employee at least five days prior to the employee relocating. The employee’s work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—
   (i) The United States Government’s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
   (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) Notification.

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

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

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Declining to exercise available options under the contract;
(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(7) Suspension or debarment.
(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

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

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

(g) Full cooperation.

(1) The Contractor shall, at a minimum—
   (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
   (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
   (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
   (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
   (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
   (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
   (iii) Restrict the Contractor from—
       (A) Conducting an internal investigation; or
       (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—
   (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
   (ii) Has an estimated value that exceeds $500,000.

(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
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 employee, 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—
(A) 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
(B) Has an estimated value that exceeds $500,000.

(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)

AAPD 15-02  GP 5. LEAVE AND HOLIDAYS (DEC 2017)
(Pursuant to class deviation #M/OAA-DEV-AIDAR-18-1c)

(a) Annual Leave

(1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.

(2) The contractor shall accrue annual leave based on the contractor’s time in service according to the following table:

<table>
<thead>
<tr>
<th>Time in Service</th>
<th>Annual Leave (AL) Accrual Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to 3 years</td>
<td>Four hours of leave for each two week period</td>
</tr>
<tr>
<td>over 3, and up to 15 years</td>
<td>Six hours of AL for each two week period (including 10 hours AL for final pay period of a calendar year)</td>
</tr>
<tr>
<td>over 15 years</td>
<td>Eight hours of AL for each two week period</td>
</tr>
</tbody>
</table>

USAID will calculate the contractor’s time in service based on all the previous service performed by the contractor as a: 1) USAID PSC (i.e., the contractor has served under any USAID personal services contracts of any duration covered by Sec. 636(a)(3) of the FAA or other statutory provision applicable to USAID); and/or 2) former U.S. Government (USG) direct-hire, under either civilian and/or military service.

(3)

(i) AL is provided under this contract for the purposes of affording necessary rest and recreation during the period of performance. The contractor, in consultation with the USAID Mission or USAID/Washington, as appropriate, shall develop an AL schedule early in the contractor’s period of performance, taking into consideration project requirements, employee preference, and other factors. All AL earned by the contractor must be used during the contractor’s period of performance. All AL earned by the contractor, but not taken by the end of the contract, will be forfeited. However, to prevent forfeiture of AL, the Contracting Officer may approve the contractor taking AL during the concluding weeks of the contractor’s period of performance.

(ii) As an exception to 3(i) above, the contractor may receive a lump-sum payment for leave not taken. To approve this exception, the contractor’s supervisor must provide the Contracting Officer
with a signed, written Determination and Findings (D&F). The D&F must set out the facts and circumstances that prevented the contractor from taking AL, and the Contracting Officer must find that these facts and circumstances were not caused by, or were beyond the control of, the contractor. This leave payment must not exceed the number of days which could be earned by the contractor during a twelve-month period.

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or over the life of the contract, whichever is less. The contractor agrees to reimburse USAID for any outstanding balance of advance AL provided during the contractor’s assignment under the contract.

(5) Applicants for PSC positions will provide evidence of their PSC and/or USG direct-hire service -civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the applicant attests to the accuracy of the information provided. Any applicant providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer, the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

(b) **Sick Leave.** The contractor may use sick leave on the same basis and for the same purposes as USAID U.S. direct hire employees. Sick leave is earned at a rate not to exceed four (4) hours every two (2) weeks for a total of 13 work-days per year. Unused sick leave may be carried over under an extension or renewal of this contract with the same individual for the same work. Otherwise, sick leave will not be carried over from one post to another or from one contract to another. The contractor will not be compensated for unused sick leave upon completion of this contract.

(c) **Home Leave.**

(1) Home leave is leave earned for service abroad for use only in the U.S., its commonwealths, possessions and territories.

(2) A USPSC who has served at least two years overseas at the same USAID Mission, under the same contract, as defined in paragraph (c)(4) below, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S. may be granted home leave in accordance with the following:

(i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days; or if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSC’s departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC’s home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the contractor will receive
home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

(iii) if home leave eligibility is based on (c)(2)(ii) above, the USPSC must submit written verification to the losing Mission at the time home leave is requested that the USPSC has accepted a USAID personal services contract at another USAID Mission following completion of the home leave;

(iv) travel time by the most direct route is authorized in addition to the number of work days authorized for home leave;

(v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.

(vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.

(3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:

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

(ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and

(iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.
(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

(6) Home leave must be taken at one time, and to the extent deemed necessary by the Contracting Officer, an USPSC in the U.S., on home leave may be authorized to spend not more than five (5) days in work status for consultation at USAID/Washington before returning to post. Consultation at locations other than USAID/Washington as well as any time in excess of five (5) days spent for consultation must be approved by the Mission Director or the Contracting Officer.

(d) **Home Leave for Qualifying Posts (HLQP).** USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of leave in addition to the home leave an USPSCs is normally entitled to under the contract in accordance with sub-paragraphs (c)(1) - (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

There is no requirement that an eligible USPSC take this additional leave; it is for optional use by the USPSC. If an eligible USPSC elects to take HLQP, the USPSC must take ten (10) workdays of home leave. If the USPSC is returning to the United States and not returning overseas to the same or different USAID Mission, HLQP will not apply.

This new home leave policy is also extended to qualifying Third-Country National PSCs (TCNPSCs) who have an approved exception under AIDAR Appendix J, sec. 4(c)(2)(ii)(B), to apply specific provisions from AIDAR Appendix D, and whose contract includes this General Provision. However, TCNPSCs will be granted "country leave" vice home leave. The application, requirements, and restrictions will be the same as for USPSCs, but the time taken by a TCNPSC will be taken in the TCNPSC's home country or country of recruitment rather than in the United States, its commonwealths and territories.

(e) **Holidays and Excused Absences.** The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

(f) **Military Leave.** Military leave of not more than 15 calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces. The contractor must provide advance notice of the pending military leave to the Contracting Officer or the Mission Director as soon as known. A copy of any such notice must be part of the contract file.

(g) **Leave Without Pay (LWOP).** LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

(h) **Compensatory Time.** Compensatory time leave may be granted only with the written approval of the Contracting Officer or Mission Director in rare instances when it has been determined
(i) **Family and Medical Leave (FML)**

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

(2) FML only applies to USPSCs, not any other type of PSC.

(3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and (ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.

(4) In accordance with 29 CFR 825.200(a) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:

   (a) The care of the USPSC’s newborn child.
   (b) The care of the USPSC’s newly placed adopted or foster care child.
   (c) The care of the USPSC’s spouse, child or parent with a serious health condition.
   (d) The USPSC’s own serious health condition.
   (e) A qualifying exigency arising from the USPSC’s spouse, child or parent in active duty military status.
   (f) Other qualifying exigencies as determined by the Department of Labor.

(5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC’s supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC’s accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.

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

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

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

(j) **Leave Records.** The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.
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 or 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]