Request for Personal Services Contractor

USAID Office of Transition Initiatives

Position Title:	Team Leader, Talent Management – Washington, DC
Solicitation Number:	SOL-OTI-15-000049
Salary Level:	GS-13 Equivalent: $90,823 - $118,069
Issuance Date:	August 11, 2015
Closing Date:	September 8, 2015 (Deadline Extended)
Closing Time:	5:00 P.M. Eastern Time

Dear Prospective Applicants:

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

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

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

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

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

2. Supplemental document specifically addressing:
Each of the three (3) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

NOTE: The Evaluation Factors are worth 70 out of 100 points. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor.

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

Office of Transition Initiatives
529 14th Street, NW, Suite 807
Washington, DC 20045
E-Mail Address: OTIjobs@usaid.gov

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

OTI Recruitment Team
Telephone Number: (202) 706-6100
E-Mail Address: OTIjobs@usaid.gov
Website: www.OTIjobs.net

Sincerely,

Cristina Sylvia
Contracting Officer

Solicitation for a USPSC OTI Team Leader, Talent Management – Washington, DC
SOL-OTI-15-000049

Solicitation for U.S. Personal Services Contractor (PSC) Team Leader, Talent Management

1. **SOLICITATION NO.:** SOL-OTI-15-000049

2. **ISSUANCE DATE:** August 11, 2015

3. **CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** September 8, 2015 5:00 pm Eastern Time (Deadline Extended)

4. **POSITION TITLE:** Team Leader, Talent Management

5. **MARKET VALUE:** $90,823 - $118,069

6. **PERIOD OF PERFORMANCE:** Two years, with three one-year option periods.

7. **PLACE OF PERFORMANCE:** Washington, DC

8. **STATEMENT OF WORK**

POSITION DESCRIPTION

BACKGROUND

USAID's Office of Transition Initiatives (OTI) is seeking highly motivated, highly qualified individuals who want the opportunity to help support rapid international transition programs for priority conflict-prone countries. Created in 1994 as a distinct operating unit within USAID, OTI helps local partners advance peace and democracy in politically-transitioning countries. In support of U.S. foreign policy, OTI seizes emerging windows of opportunity in the political landscape to promote stability, peace, and democracy by catalyzing local initiatives through adaptive and agile programming.

Countries experiencing a significant political transition in the midst of a disaster or emerging from civil conflict have unique needs that cannot be fully addressed by traditional disaster relief. Timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed transition. OTI assists in securing peace by aiding indigenous, mostly non-governmental, civil society and media organizations. OTI uses such mechanisms as support for re-integration of ex-combatants into civilian society; development of initiatives to promote national reconciliation; identification of quick-impact community self-help projects to meet urgent economic needs; and aid to independent media outlets and community-based organizations to help promote informed debate and broaden public participation.

To respond quickly and effectively and meet its program objectives and mandate OTI retains a group of high level professionals and experts under U.S. Personal Services Contracts (USPSCs). These knowledgeable and skilled professionals make up the vast majority of the OTI work force and are at its forefront implementing and achieving the office's programmatic goals and

objectives. USPSCs are considered employees of USAID for all purposes except programs administered by the Office of Personnel Management (OPM) – such as federally sponsored health insurance, life insurance, and retirement benefits. However, there are several other similar benefits that USPSCs may participate in, such as partial reimbursement for health and life insurance costs, as well as full coverage of workers' compensation, among other benefits. For more complete information on USPSC benefits, please see page 10 of this solicitation.

For more information about OTI and its country programs please see:
http://www.usaid.gov/political-transition-initiatives

INTRODUCTION

The Office of Transition Initiatives (OTI) recognizes our staff as our greatest asset in achieving success in our mission. The Talent Management Unit (TMU) is dedicated to providing support to all OTI staff to ensure each individual receives the training and professional development resources required to successfully perform his/her role in supporting the mission. As part of the Human Capital and Talent Management Team (HCTM) the TMU serves as the central hub for office-wide coordination of staff development policies, procedures and initiatives. Developing and implementing training and learning resources in coordination with key stakeholders across the office, the TMU will utilize adult learning principles and best practices to support staff learning and development.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The work of the Team Leader, Talent Management requires teamwork, the exercise of discretion, judgment, and personal responsibility. As a member of a highly operational office, the incumbent is willing and able to perform a wide range of administrative functions to help ensure programmatic success. The incumbent has a high level of integrity and attention to detail to ensure the use of OTI systems and procedures to maintain effective and efficient management of funds, programming, and monitoring and evaluation. The incumbent is highly flexible and willing to work under conditions of ongoing change, and remains professional and respectful of colleagues and authority in a diverse workforce. She or he places a premium on the building of positive relationships with his or her respective team both in the field and in Washington, and with key stakeholders both in and outside of USAID. The incumbent is able to prioritize and complete tasks without follow-up by the supervisor, while also filling in gaps as needed to ensure the responsiveness of the team. The Team Leader, Talent Management is a strategic thinker, articulates innovative ideas, presents solutions, and is a positive role model for colleagues both in and outside of OTI.

Under the direct supervision of the Washington-based DCHA/OTI Deputy Chief, Operations & Management Division or his/her designee, the Team Leader, Talent Management will perform the following duties:

- Serve as OTI primary point of contact on training and professional development; reviewing individual learning plans, career paths and requests for training, to ensure training resources are allocated equitably and in accordance with office training priorities;

- Deliver OTI-specific training as required, to include designing sessions, developing training materials and coaching presenters when necessary or appropriate;

- Manage OTI Annual World-wide Management Meeting; includes coordinating all logistics, drafting approval memorandums and liaising with senior leadership;

- Lead the OTI Talent Management Steering Committee and provide guidance on cross-divisional and specific office training priorities;

- Design staffing plans to meet overall program objectives, ensure staff work objectives and tasks are well defined, and ensure that recruitment is initiated immediately when staffing needs arise. Ensure staff is highly qualified, trained, and mentored in all critical aspects of OTI operations and programming. Ensure that employee performance evaluations are completed in a timely manner in accordance with OTI office policy;

- Develop metrics to monitor OTI participation in internal and external professional development and training opportunities;

- Conduct data analysis to understand internal talent management needs, capability gaps, trends and best practices;

- Liaise with USAID Human Capital Talent Management senior staff members to identify and create professional development opportunities and increase employee participation in external learning/training programs;

- Liaise with OTI Human Resources on workforce planning, recruitment, orientation and succession planning to ensure talent management is aligned and integrated throughout OTI HR processes;

- When required assume higher leadership responsibilities in the absence of Deputy Chief, Operations & Management Division;

- As needed, serve on short-term assignments with other USAID offices or bureaus in direct support of OTI programs. These placements shall not exceed three months;

- Manage processes required for functional talent management; includes communication plan, templates, resource requirements, professional development materials, policies and procedures;

- Provide orientation, training, and mentoring for OTI Talent Management Specialist; communicate with supervisor to recognize good performance and communicate where performance needs to be improved;

- Mentor other OTI Team Leaders, and mentor and train other Operations & Management Division staff as required;

- Perform all other duties as assigned by supervisor.

SUPERVISORY RELATIONSHIP:
The Team Leader, Talent Management will be supervised by the OTI Deputy Chief, Operations & Management Division or his/her designee, as a member of the Talent Management Unit within the Operations & Management Division.

SUPERVISORY CONTROLS:
The supervisor sets overall objectives and the employee independently plans, designs, and carries out projects, studies, and programs. The employee and supervisor together develop deadlines, projects and work to be done. Completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work, or effectiveness in meeting requirements, or expected results.

10. PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. If traveling overseas, the employee may be subject to some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

11. WORK ENVIRONMENT

Work is primarily performed in an office setting. If the employee travels overseas, the work may additionally involve safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions.

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

13. POINT OF CONTACT: See Cover Letter.

EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION
(Determines basic eligibility for the position. Applicants who do not meet all of the education and experience factors are considered NOT qualified for the position. **See detailed instructions for demonstrating Education/Experience under "Applying"**)

At a **minimum**, the applicant must have:

(1) A Master's Degree with **six (6) years** of work experience;

OR

A Bachelor's Degree with **seven (7) years** of work experience;

AND

(2) **Four (4) years** of experience providing adult training services such as training program development and planning, logistical coordination, training session design, professional development planning, and design; delivery of adult participatory education, preferably in the areas of international assistance;

(3) **Two (2) years** of supervisory experience, including training, mentoring or guiding staff.

SELECTION FACTORS

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

- Applicant is a U.S. Citizen;
- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- Supplemental document specifically addressing how the candidate meets each of the Evaluation Factors submitted;
- Ability to obtain a SECRET level security clearance **(NOTE: Dual citizens may be asked to renounce second-country citizenship)**;
- Satisfactory verification of academic credentials.

A USAID Secret level security clearance is required prior to issuance of the contract for this position.

NOTE: If a full security investigation package is not submitted by the selected within 30 days after it is requested, the offer may be rescinded. If a security clearance is not able to be obtained within four months after the selected submits the initial security clearance documentation, the offer may be rescinded.

EVALUATION FACTORS

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

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

Factor #1 Demonstrated experience leading, supervising, and developing training activities for diverse professional staff, contractors or grantees in challenging operating environments;

Factor #2 Demonstrated interpersonal skills illustrated by the ability to interact and effectively communicate with teammates, local partners, government officials, international organizations, and other persons of varying political, cultural, and economic backgrounds;

Factor #3 Demonstrated communication and analytical skills illustrated through the research, preparation and presentation of status reports, briefing papers, and other official reporting documents.

BASIS OF RATING: Applicants who clearly meet the Education/Experience Requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor responses. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to specifically address the Selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

The Applicant Rating System is as Follows:
Evaluation Factors have been assigned the following points:

Factor #1 – 30
Factor #2 – 20
Factor #3 – 20
Total Possible – 70 Points

Interview Performance – 30 points

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

Total Possible Points: 100

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

APPLYING:

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

Qualified individuals are **required** to submit:

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

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

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

2. Supplemental document specifically addressing:
Each of the three (3) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

NOTE: The Evaluation Factors are worth 70 out of 100 points. Applicants are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor.

Additional documents submitted will not be accepted.

By submitting your application materials, you agree to allow all information on and attached to the application to be investigated. False or fraudulent information on or attached to your application may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

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

DOCUMENT SUBMITTALS

Via mail: Office of Transition Initiatives, 529 14th St. NW, Suite 807, Washington, DC 20045
Via email: OTIjobs@usaid.gov

Please note in your document submittal where you heard about this position.

NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

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

NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

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

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

LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at: http://www.usa.gov/Topics/Reference-Shelf/forms.shtml or at http://www.usaid.gov/forms/

1. Federal Employment Application (OF-612).
2. Declaration for Federal Employment (OF-306).
3. Medical History and Examination Form (DS-6561).
4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or Questionnaire for Non-Sensitive Positions (SF-85).
5. Finger Print Card (FD-258).

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

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

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

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

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

FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

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

BENEFITS/ALLOWANCES:

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

BENEFITS:

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

ALLOWANCES (if Applicable).*

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

* Standardized Regulations (Government Civilians Foreign Areas).

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

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

ATTACHMENT 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

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

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

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

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

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

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

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

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

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

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

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

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

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

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

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

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