



## Request for a U.S. Personal Service Contractor

Position Title: Surge Response Food for Peace Officer  
Duty Office: **Office of Food for Peace**  
Solicitation Number: SOL-OAA-15-000021  
Salary Level: GS-13/14 Equivalent: GS13: \$73,115-\$95,048, GS14: \$86,399-\$112,319  
Issuance Date: January 5, 2015  
Closing Date: March 31, 2015  
Closing Time: 12:00 P.M. EST

Dear Prospective Applicants:

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

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

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

- (a) Paid and non-paid experience, job title, location(s), dates held (month/year), and hours worked per week for each position. **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 sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration.

**Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

- 2. Responses to the Quality Ranking Factors:** Each applicant's supplemental documentation must specifically address the Quality Ranking Factors (QRFs) shown in the solicitation

**Additional documents submitted will not be accepted.** Incomplete or late applications will not be considered. Your complete resume and the supplemental document addressing the QRFs must be emailed to: Kamisha Kellam at [kkellam@usaid.gov](mailto:kkellam@usaid.gov).

Any questions on this solicitation should be directed to the Kamisha Kellam at the email address notice above. 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.

Sincerely,

/s/

Artaveya Carter  
Contracting Officer

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

- 1. SOLICITATION NO.:** SOL-OAA-15-000021
- 2. ISSUANCE DATE:** January 5, 2015
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** March 31, 2015 12:00 pm EST
- 4. POSITION TITLE:** Surge Response Food for Peace Officer
- 5. MARKET VALUE:** : GS-13/14 Equivalent (GS13: \$72,391-\$94,108, GS14: \$85,544-\$111,203). Final compensation will be based upon the candidate's past salary, work history, and educational background. Candidates who live outside the Washington, D.C. area will be considered for employment but no relocation expenses will be reimbursed.
- 6. PERIOD OF PERFORMANCE:** One year with option to renew for up to four years
- 7. PLACE OF PERFORMANCE:** Worldwide availability.
- 8. STATEMENT OF WORK**

### **BACKGROUND**

The Office of Food for Peace (FFP) in the U.S. Agency for International Development Bureau's for Democracy, Conflict, and Humanitarian Assistance (DCHA) is the largest provider of food assistance in the world. FFP annually provides close to \$2 billion of food assistance, including some 1.5 million tons or more of in-kind Title II food assistance valued at more than \$1.6 billion and reaching 46 million beneficiaries in 48 countries. Since 2010, FFP has complemented its provision of Title II in-kind food assistance with an Emergency Food Security Program (EFSP) utilizing at least \$300 million in International Disaster Assistance (IDA) funds annually, which allows for local and regional purchase of food outside of the United States and closer to the emergency setting, as well as market based approaches such as cash transfer or food voucher programs that facilitate access to food.

In addition to emergency response, FFP provides support for development food assistance programs which aim to address the underlying causes of food security. Taken together, the in kind and cash based programs provide an impressive array of tools to combat hunger and malnutrition overseas. Programming is facilitated by state of the art early warning systems, a changing in kind food assistance basket that includes more nutritious products, and a modern supply chain management system that allows for rapid movement of commodities. Programming approaches are evolving to focus increasingly on building the resilience of chronically vulnerable populations, especially those in arid lands who face increasing cycles of drought, and improving nutrition with a special focus on women and children under two.

Food for Peace works closely with many other parts of USAID, especially the Bureau for Food Security, which plays a key role in implementing the President's Feed the Future initiative, and the Office of U.S. Foreign Disaster Assistance, which leads on disaster response around the world. Food for Peace employs a staff of over 50 in Washington and also has officers posted abroad.

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

More Information on FFP is available at:

<http://www.usaid.gov/what-we-do/agriculture-and-food-security/food-assistance>

The Surge Response Group (SRG) is a FFP program to satisfy FFP's growing need for surge capacity to meet program requirements. In response to numerous emergencies worldwide, it became clear that FFP requires more staff to cover positions in the field and in FFP/W. FFP's SRG program will bring on board select candidates who can work on a part-time basis, for no more than 250 days per calendar year. Once hired and after initial orientation, SRG staff may be deployed within one week to facilitate FFP's response to emergencies. In some cases, they may be called upon to meet short-term needs to monitor non-emergency programs in the field. SRG positions are contracted for an initial period of one year with the option to renew for four years. FFPOSRG's will be considered part of FFP/Washington's resources.

### **9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY**

#### **Duties and Responsibilities**

FFPOSRG's respond to humanitarian emergencies as required, worldwide, and may be deployed to the field as a FFP Officer alone, as part of a Disaster Assistance Response Team, or to augment a regional office or mission. The incumbent may also serve in Washington to perform as an FFPO, or to provide FFPO backstop coverage for deploying Washington staff.

The incumbent may also be assigned to serve as a Program Operations Specialist with FFP's Program Operations Division (POD), or a Program and Policy Coordination Officer with FFP's Policy and Technical Division (PTD), or serve on a Response Management Team or Disaster Assistance Response Team as a FFPO, (Please see attachment 3 for core duties and responsibilities).

When in Washington, the FFPOSRG will work primarily on specific ongoing or FFP-funded emergency programs. The remainder of the FFPOSRG's time may be spent on a variety of other FFP-related activities.

The full range of specific duties, some of which are in direct support of specific programs and some in support of general FFP office responsibilities, may include the following:

- Serve as primary point of contact for NGOs and Public International Organizations (PIO) such as the United Nations World Food Program (WFP) implementing FFP-funded programs, U.S. Government representatives, and others on FFP food assistance issues for the country assigned.
- Analyze and assess data from a variety of sources – including field assessments, technical data, early warning information, and reporting from USAID field staff, NGOs, and PIOs – to recommend appropriate food assistance programs.
- Review appeals and proposals for emergency programs.
- Draft and assemble documentation for program approval and funding.
- Produce information products (e.g., updates and memoranda) on food security situations and FFP programs, provide briefings, and represent FFP in meetings and working groups with implementing agency staff, USAID colleagues, and representatives from other agencies.

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

- Serve as FFP representative on Bureau Response Management Teams or other coordinating mechanisms.
- Provide policy recommendations related to implementation of emergency programs carried out by PIOs such as WFP and non-governmental organizations.

When deployed to the field, activation will either be for emergency programs (in which case the FFPOSRG will work primarily on specific ongoing FFP-funded emergency programs) or for non-emergency programs (in which case the FFP Officer will work primarily on program monitoring, assessments, and evaluations).

Specific activities may include the following:

- Serve as point of contact for all issues pertaining to FFP-funded food assistance in the assigned country for the mission, embassy, USAID/Washington, the regional FFP office, other parts of the U.S. Government, NGOs, PIOs, host nation government ministries and agencies, and others in the country.
- Monitor and report on implementation of ongoing FFP-funded programs, including progress and problems encountered by grantees, as well as commodity management, including following up with cooperating sponsors on the status of loss claims.
- Provide information and guidance to FFP-funded assistance award recipients on FFP-funded food assistance regulations, policies, and procedures.
- Report on all food security issues, to include changes in the food security situation and food assistance requirements, government policies and actions affecting food assistance programs, government food assistance programs, and donor pledges and programs.
- Coordinate with the country team (consisting of the USAID mission, U.S. embassy, and/or other USG in-country staff), host government, NGOs, PIOs, donors, and others to address issues impacting food assistance.
- Undertake and report on assessments to inform FFP food assistance funding decisions or modifications to ongoing programs.
- Work with NGOs on preparation of annual work-plans and program modifications, and with public international organizations such as the WFP on new appeals or revisions to existing ones.
- Work with other parts of the U.S. Government and other donors to promote integration of food assistance with other programs to increase the effectiveness of the programs overall.

The basic duties and responsibilities do not change between the GS 13 and GS 14 levels. An employee meeting the qualifications for GS 14 and hired at that level, however, is expected to exercise a higher level of autonomy and require less supervision.

### **Supervisory Relationship:**

The incumbent will take direction from and report to the SRG Coordinator until activated, at which time she/he will be under the supervision of a FFP/Washington Division Chief or Team Leader or a designated USAID staff member in the field.

**Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

**Supervisory Controls:**

The incumbent is expected to take initiative and act independently with little direction and will have wide latitude for the exercise of independent judgment in responding to food assistance issues, but will have no authority to make final commitments or obligations on behalf of the USG.

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

**13. POINT OF CONTACT:** See Cover Letter.

**MINIMUM REQUIREMENTS FOR THE POSITION**

**EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION**

(Determines basic eligibility for the position. Applicants who do not meet all of the minimum education and experience requirements will not be considered for the position.)

- At the GS-13 level the incumbent will have a Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least seven (7) years of progressively responsible experience in humanitarian assistance and/or international development, of which three (3) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.

OR

- A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least six (6) years of progressively responsible experience in humanitarian assistance and/or international development, of which three (3) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.
- At the GS-14 level the incumbent will have a Bachelor's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least ten (10) years of progressively responsible experience in humanitarian assistance and/or international development, of which six (6) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.

OR

- A Master's degree from an accredited U.S. or internationally recognized institution with significant study in, but not limited to, public health, agriculture, nutrition, food and agricultural economics, international development, humanitarian assistance, or other related field. The incumbent will have a total of at least nine (9) years of progressively responsible experience in humanitarian assistance and/or international development, of which six (6) years' experience must be related to food assistance. Two (2) years of overseas professional experience is required.
- Intermediate level computer skills, to include knowledge of Microsoft Word and Excel, e-mail, and the internet;

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

- U.S. citizen;
- Ability to obtain a SECRET level security clearance;
- Ability to obtain a Department of State medical clearance.

Applicants not meeting minimum qualifications will not be evaluated further.

### **QUALITY RANKING FACTORS:**

Applicants who meet the minimum qualifications and selective factors will be further evaluated based on the Quality Ranking Factors (QRF) listed below. Applicants are strongly encouraged to address each of the factors on a separate sheet describing specifically and accurately the experience, training, and/or education they have that is relevant to each factor. Be sure to include your name, social security number, and the announcement number at the top of each additional page.

- Knowledge of the key policy and technical issues related to emergency food security programming in developing countries. (40 points)
- Demonstrated ability to review proposals, analyze budgets, manage U.S. Government or other agency financial agreements, and work through the USAID grant award process. (25 points)
- Knowledge of the functioning of NGOs, PIOs, UN agencies, and U.S. Government agencies involved in humanitarian assistance, and a demonstrated ability to work effectively with personnel from these organizations on highly sensitive issues. (20 points)
- Ability to communicate complex technical issues effectively to non-specialists both orally and in writing. (15 points)

Total Possible Points: 100

**(1) NOTE CONCERNING MARKET VALUE:** The applicant chosen for the position will be recommended for hire at the GS level (GS-13 or GS-14) commensurate with his/her overall experience, training, and qualifications as determined by the FFP Selection Committee.

**(2) STATEMENT OF LIMITATIONS ON PERIOD AND PLACE OF PERFORMANCE:** The purpose of this contract is to establish an employee/employer relationship with the contractor to perform services on a temporary, on-call, basis as an SRG member. It is FFP's intent to contract for these services for a maximum of 250 working days per calendar year.

The level of effort anticipated under this contract will be provided within the terms of this contract at times mutually agreed to by FFP and the contractor. Upon identification of a

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

temporary need within the scope of work, FFP will contact the contractor and provide the following information:

1. Date contractor is needed to report to FFP or assignment in the field;
2. Duration of Assignment
3. Place of Performance

The contractor will notify FFP within 24 hours of availability. At the time the contractor accepts the assignment, he/she is expected to commit for the duration of the assignment. While the contractor will be required to commit to a certain time period, it is understood that the exigencies of a disaster may require the assignment to be extended (not to exceed 250 working days). The Contractor shall notify FFP at the time of commitment if his/her existing schedule would preclude an extension. Notification of schedule conflicts shall not necessarily disqualify the contractor from the assignment but will simply assist FFP in recruiting a replacement. Subsequently, if the contractor agrees to an extension of the duration of a particular assignment, thereafter, the contractor will be required to give FFP a 10 day-notice for release from the assignment. An initial orientation period will be required prior to any overseas assignment, and that this orientation is expected to occur at/near the start of the contract.

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

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

## Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021

### The Applicant Rating System is as follows:

QRFs have been assigned the following points:

- QRF #1 – 40 points
- QRF #2 – 25 points
- QRF #3 – 20 points
- QRF #4 – 15 points

### Total Possible Points: 100

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

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

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

**This solicitation is continuous beginning on January 5, 2015 with closing date for the submission of applications being August 31, 2015. A candidate can apply to the solicitation once during each fiscal year quarter, 01/05-3/31, 04/01-6/30, 7/01-8/31, but a new application must be submitted each time.**

A new TEC will be assembled at the beginning of each quarter of the FY to review applications, the solicitation, and to amend it if necessary, etc.

To apply during any FY quarter, qualified individuals are required to submit:

1. A current resume, with complete contact information
2. Supplemental document specifically addressing the Quality Ranking Factors (QRFs) shown in the solicitation.

The most qualified candidates may be interviewed and required to provide a writing sample. FFP will not pay for any expenses associated with the interviews. Professional references and academic credentials may be evaluated for applicants being considered for selection.

FFP reserves the right to make additional selections from this solicitation. FFP also reserves the right to discontinue the solicitation and the acceptance of applications at any time.

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

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

- 2. Responses to the Quality Ranking Factors:** Each applicant's supplemental documentation must specifically address the Quality Ranking Factors (QRFs) shown in the solicitation.

Additional documents submitted will not be accepted.

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

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

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

### **DOCUMENT SUBMITTALS**

**Via email:** [kkellam@usaid.gov](mailto:kkellam@usaid.gov)

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

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

### **NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION**

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

### **NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS**

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

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003)  
[https://www.acquisition.gov/far/current/html/52\\_200\\_206.html](https://www.acquisition.gov/far/current/html/52_200_206.html)

**LIST OF REQUIRED FORMS FOR PSCs**

Forms outlined below can found at:

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

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

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

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

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to [http://transition.usaid.gov/business/business\\_opportunities/cib/subject.html#psc](http://transition.usaid.gov/business/business_opportunities/cib/subject.html#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

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

### 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.

# Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021

## 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/c23002.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

## **Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021**

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;

## Solicitation for a USPSC Surge Response Food for Peace Officer SOL-OAA-15-000021

- (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>.