



Request for a U.S. Personal Service Contractor

Position Title: Senior Contract Specialist
Duty Office: **M/OAA/AFP**
Solicitation Number: SOL-OAA-15-000136
Salary Level: GS-13 Equivalent: (\$90,823.00 - \$118,069.00)
Issuance Date: July 17, 2015
Closing Date: August 7, 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 Senior Contract Specialist 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.

- 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: kkellam@usaid.gov.

Any questions on this solicitation should be directed to the [insert CS Name] 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

1. **SOLICITATION NO.:** SOL-OAA-13-000136
2. **ISSUANCE DATE:** July 17, 2015
3. **CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** August 7, 2015, 12:00 pm EST
4. **POSITION TITLE:** Senior Contract Specialist
5. **MARKET VALUE:** GS-13 equivalent GS-13 (\$90,823.00 - \$118,069.00 includes locality pay). Final compensation will be negotiated within the listed market value based upon the candidate's past salary, work history and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.** 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 (1) year with four (4) option years
7. **PLACE OF PERFORMANCE:** Washington, D.C.
8. **STATEMENT OF WORK**

BACKGROUND

The incumbent serves as a senior Contract Specialist in the Management Bureau, Office of Acquisition & Assistance (M/OAA/AFP), specifically supporting the Office of Food for Peace. The employee is responsible for all pre-award and post-award functions involving highly complex negotiated procurements of significant importance to the Agency. Requirements of the contracts, grants, cooperative agreements, inter-agency agreements are typically highly specialized and involve complex systems or sensitive international programs.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

Duties and Responsibilities

The Senior Contract Specialist will perform the following duties under the direction and supervision of M/OAA/AFP:

Contract/Assistance Compliance Review

- Conduct reviews of highly specialized contracts, assistance agreements and contracting plans;
- Monitor all acquisition and assistance strategy and documents and instruments for a variety of highly specialized, complex, and unique contracts and agreements for a variety of programs that involve a broad spectrum of systems;

- Support Contracting/Agreement Officer by providing contract/agreement administration sufficient to ensure terms and conditions are complied with and that the contractor/recipient delivers the required goods or services in a timely manner to achieve the objectives of the Agency's projects and programs. Responsibilities to include:
 - Review of changes to incremental funding, preparation of rate and cost adjustments, redirection of effort, coordination of time extension, incorporation of change orders, preparation of stop work orders, preparation of cure notices or show cause letters, and contract closeout for Contracting/Agreement Officer review and approval.
 - Conduct site visits under the direction of the CO/AO.
 - Advises Office of Food For Peace, contractors / recipients, on their administration responsibilities contained in their award documents.
 - Evaluates the adequacy of the contractor's and recipient's business management systems for areas such as personnel compensation, subcontracting procedures, and financial management.
 - Ensures the contractors and recipient's compliance with Cost Accounting Standards or other cost principles and requirements applicable to them.
- Prepare termination of contracts for the convenience of the Government or default/cause by the contractor for the review and approval by the Contracting Officer. The USPSC is responsible for the preparation of all documentation necessary to support and defend termination decisions by the Contracting Officer. Negotiates termination claims.
- Assist the Contracting Officer in resolving audit findings on post-award audits.
- Draft, for the Contracting Officer, responses to protests by researching, analyzing and developing necessary documentation and history.
- Work with the Agency's Office of General Counsel (GC) in preparing the Agency's position, and Contracting Officer reports, to support the Government's defense on protests to the US Government Accountability Office (GAO).
- Review grantee's procurement systems and procedures. In response to requests for review by grantees for the purpose of certifying their procurement system and procedures, conducts in-depth on-site evaluations of grantees contracts, contracting procedures, contract planning, competition, cost analysis, organizations, employee qualifications, procurement and administration systems, and similar functions and make recommendations to the Contracting/Agreement Officer.
- Review third-party contracts submitted by grantees to ensure compliance with requirements for solicitation and award of third-party contracts. Reviews include all types of contracts (fixed price, cost-plus-fixed-fee, cost-plus-award-fee, incentive provisions, escalation provisions, etc.) for the procurement of major systems, research and development, equipment, construction, services and supplies.

Monitors Contractor's Performance

- Perform contract administration activities for significant, highly specialized procurements involving long-term, extensive technical service contracts and/or cost type contracts. Contract types vary with the complexity of the acquisition and the best interests of the government, ranging from Firm-Fixed-Price through Cost-Plus-Fixed-Fee types.
- Independently review and monitor contractor's performance on contract, regulatory and statutory provisions through telephone conversations, correspondence, reports, vouchers, and visits.
- Independently monitor status of contract performance, review for approval of progress payments, reviewing and providing recommendations on contractor proposals resulting from change orders, scheduling, problems that have arisen and proposed solutions, verification of deliveries, and similar activities.
- Prepare for the Contracting Officer and other officials of the agency, interpretations of contract provisions as applicable to contractors, and provides appropriate advice and guidance.
- Conduct in-depth analyses of contractors' financial and management systems and facilities for ability to perform and for compliance with Government/contractual requirements.
- In consultation with M/OAA Supervisory Contracting Officer/Branch Chief, advise FFP Agreement Officer Representatives (AORs)/Contracting Officer Representatives (CORs) on issues arising during contractor performance to develop solutions related to contractor performance.
- Review reports written by the COR and ensure that the reports are approved timely in the CPARS system.

Procurement Program Planning Work

- Develop new plans, schedules or methods to accommodate changing program requirements for acquisition as well as assistance programs for new or complex programs with ability to multi-task within varying assignments. Responsible for procurement planning activities in FFP, which may include reviewing project papers and representing M/OAA at program planning meetings and regular status meetings.
- Identify within assigned major program(s) those significant subsystems, components, equipment and services to be acquired by contract, grant or cooperative agreement or Interagency Agreement.
- Develop objectives for the program in terms of competition and price range, and constructs the contractual or assistance vehicle, which includes the use of pricing arrangements, subcontracting policy, set-aside policies, and similar considerations.
- Prepare and maintain current acquisition plans, appropriate milestone charts, and related schedules and keeps M/OAA management informed of anticipated workload demands.
- Anticipate problems and provide advice to FFP project personnel on effective

implementation and time frames required to ensure they are met. When designated by the Contracting Officer as his representative, serve on project review committee in an advisory capacity.

- Advise FFP program officials, in project planning meetings, of the procurement and assistance instruments to be used. Advise FFP AORs/CORs in the drafting of effective statements of work, program descriptions, evaluation criteria, proposal instructions, application guidelines and other supporting documents for Request for Applications (RFAs), Request for Proposals (RFPs), Task Order, Inter Agency Agreement and/or any other procurement instruments.

- Prepare solicitation documents.
- Provide guidance to new FFP staff on USAID regulations and Automated Directive Systems (ADS) and Federal Acquisition Regulations (FAR) requirements.
- Provide services to FFP field personnel during disaster responses by advising on resolution of special procurement or assistance problems associated with waiver requests, expediting of deliveries, apparent overlapping of responsibilities, and resolution of claims.
- Assure that all information regarding the status of assigned procurement and assistance actions are in the Global Acquisition & Assistance System (GLAAS) databases and/or current systems as applicable for completion of work tasks.
- Prepare and maintain award files in ASIST.

Analyzes Sources for the Items/Services Procured

- Develop new or innovative acquisition plans, source selection plans, and contract terms, conditions or financial arrangements that serve as models for future major acquisitions.
- Survey the market to locate new procurement sources and determine the availability of items or services with specialized requirements.
- Perform detailed analyses of all elements of cost in contractor proposals.
- Assist the Contracting Officer in the determination of the competitive range and prepares defensible justifications when required.
- In coordination with FFP program staff, conduct pre-proposal conferences with prospective contractors to arrive at a clear understanding of what is required under the proposed contract. Similarly, draft requests for applications for awards under assistance.
- Obtain appropriate data from business and technical officials.
- Draft necessary modifications to clarify questions concerning such topics as specification changes, language ambiguities, or clarification of contract clauses or subcontracts.
- Explore new or innovative contracting approaches to arrive at an equitable contract arrangement.
- In the absence of meaningful cost and price information, develop creative approaches to developing the necessary comparative data.

Negotiates Procurement of Products and Services Using a Variety of Contract Types

- Serve as lead negotiator responsible for a significant program or for major procurements, which may include several types of instruments such as RFAs and RFPs.
- Plan the negotiation strategy, coordinate the strategy with the negotiation team, and lead the negotiations which are conducted with contractors/grantees to develop the contact/grant prices and terms.
- Manage the acquisition and assistance process from inception through negotiation, award, and administration and ultimately, close-out and make awards recommendation to the Contracting/Agreement Officer; prepare agreement and contractual instruments including PSCs for signature by the Contracting/ Agreement Officer; prepare the memoranda of negotiation, organizes and prepares pre- and post-award debriefs.
- Coordinate with the FFP program team on a variety of contracts and assistance instruments requiring the development of new or modified evaluation criteria, reporting requirements, and contractual arrangements.
- Forecast labor and material costs when unknowns are involved, locating or developing sources, developing approaches for procurements lacking precedent, and resolving major differences in the interpretation of the statement of work during discussions and negotiations.
- Negotiate and aid the Contracting Officer in executing Participating Agency Services Agreements (PASA) and Resource Support Services Agreements (RSSA) within delegated authority and in accordance with statutory and procedural regulations and general agreements with other Federal agencies. Negotiations include prices, terms, special conditions, and amendments. Coordinate PASAs and RSSAs with officials in participating Federal agencies and with Mission officials, as necessary.

Contract Compliance Review

- Conduct in-depth compliance review and evaluation of complex, unusual, or unprecedented contract actions requiring higher-level approval.
- Responsible for contract administration sufficient to ensure that contract terms and conditions are met and that the contractor delivers the required goods or services in a timely manner to achieve the objectives of the Agency's and FFP's projects and programs.
- Prepare or coordinate incremental funding actions, rate and cost adjustments, re-direction of effort, time extensions, incorporation of time extension, and incorporation of change orders preparation of stop work orders.
- Evaluate the adequacy of the contractor's business management systems for areas such as: personnel compensation, insurance subcontracting procedures and financial management.
- Ensure the contractor's compliance with Cost Accounting Standards and requirements.

Policy Research, Analysis, and Interpretation

- Analyze a variety of contracting policy issues and problems and identify alternative courses of action.
- Provide technical advice to FFP staff and CO/AO on matters pertaining to contracting policies and procedures and provides advice upon request regarding specific situations or problems and upon receipt of changed procedures involving regulations, laws, and good business practices.
 - Respond to protests, by researching and developing necessary analysis, documentation, and history in conjunction with the Contracting Officer.

PSC Support

- Prepares documents required to obtaining hiring approval, such as the Market Value Determination (MVD), including the Scope of Work (SOW), Solicitation Budget, reflecting the necessary terms and conditions and applicable provisions and clauses;
- Drafts solicitation language to ensure compliance with agency acquisition and assistance policies, regulations and procedures, reviewing scope of work to ensure that performance requirements are clearly stated and contractible;
- Manages the publication of the solicitation for the new position, ensuring that Federal requirements for completion have been adequately addressed; monitors receipt of PSC applications submitted in response to the solicitation and assists in the preparation of documents associated with the technical evaluation of applications received;
- Keeps TEC Chair informed of the solicitation progress and issues; and prepares and submits the approved “Resume Package” to the TEC Chair in coordination with FFP;
- Upon identification of the successful applicant(s), conduct the research and analysis needed to initiate and complete negotiations, including detailed analysis of salary history;
- Prepare offer(s) to approved candidate(s) and for those accepting, complete “Offer Letters” and any other documents necessary to bring the PSC on board;
- Solicits/receives information needed from candidate such as health and life insurance reimbursement preferences, tax withholding and contact information, and other personal information needed for the PSC contract preparation;
- Prepares PSC award for Contracting Officer’s signature; distributes the signed document to the PSC, FFP and Financial Management;
- Prepare Option Year/Follow-on contract based on approved budget, valid 500-3 and GLAAS Requisition for Modification generated by FFP;
- Develop schedules for oversight and administration of the PSC award; including the coordination of annual performance requirements; timely actions for PSC terminations; and advising FFP staff of issues stemming from noncompliance with contract terms and/or deadlines;

- Serve as negotiator on behalf of the Contracting Officer, resolving issues independently to the maximum extent possible

Other

- Attend FFP trainings as necessary to better understand programmatic aspects of the office and how this translates into procurement requirements.
- Conduct brown bags and other informational sessions to educate FFP staff on changes in procurement policy or other relevant subject matter.

SIGNIFICANT FACTS

All actions of the Senior Contract Specialist will be subject to review and final approval of the responsible Contracting/Agreement Officer or his/her designee.

GUIDELINES

Policies and precedents are available but stated in general terms or are of limited use. Extensive searches of a wide range of regulations and policy circulars are frequently required. The PSC uses experienced judgment and initiative in applying principles underlying guidelines, in deviating from traditional techniques, or in researching trends and patterns to develop new approaches, criteria, or proposed policies.

COMPLEXITY

The work involves varied duties requiring many different and unrelated processes and methods which cover the full range of contracting and assistance activities in the assigned functional area(s) or contract reviews which reveal trends and common problems. The PSC develops data and recommends or initiates action to resolve a variety of problems under different award instruments such as contract awards and awards under assistance. Actions include factors not routinely encountered. Determining what needs to be done includes analysis of alternatives, adaptation, or modification of procedures, or resolution of incomplete or conflicting technical or contractor data.

SCOPE AND EFFECT

The purpose of the work is to provide expertise as a specialist in a functional area of contracts and grants/cooperative agreements by furnishing advisory, planning, or reviewing services on specific problems, projects, or programs. The work affects a wide range of procurement and assistance activities such as the operation of procurement programs in various offices or locations, the accomplishment of significant procurement of technical program goals, or the economic position of contractors or on their respective geographic areas.

PERSONAL CONTACTS

Personal contacts include a variety of specialists, managers, officials, or groups from outside the employing agency in a moderately unstructured setting where the purpose and extent of each contact is usually different, and the role and authority of each party is identified and developed during the course of the contact.

PURPOSE OF CONTACTS

Contacts are to obtain agreement on previously determined goals and objectives through negotiation, persuasion, and advocacy. The individuals or groups may be uncooperative, have different negotiation objectives, or represent divergent interests.

PHYSICAL DEMANDS

The work is sedentary.

WORK ENVIRONMENT

The work is performed in an office setting. The PSC will be seated with staff located in the Office of Acquisition.

REPORTING REQUIREMENTS/SUPERVISION

The Branch Chief will supervise the selected applicant.

The Branch Chief sets the overall objectives of the work as well as the available resources. The PSC, in consultation with the Branch Chief, develops specific objectives and priorities. The PSC independently plans and carries out the work, selecting the approaches and techniques to be used, and informs the supervisor of progress and significant problems. Work is evaluated on the degree to which program and regulatory requirements are met.

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.)

- U.S. Citizenship
- Résumé submitted in accordance with this solicitation;
- Applicant references submitted in accordance with this solicitation;
- Applicant responses specifically addressing the Quality Ranking Factors (QRFs) in this solicitation;
- Ability to obtain an interim or final SECRET level security clearance as provided by USAID within a six month period.

QUALITY RANKING FACTORS (QRFs)

(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 who meet the minimum requirements will be evaluated based on their qualifications, references, and responses to the QRFs listed below. **Applicants are strongly encouraged to address each factor on a separate sheet describing specifically and accurately the knowledge, skills, training, education and/or experience he/she has that is relevant to each factor. Be sure to include your name and the solicitation number at the top of each additional page.**

1. Experience: (35 points)

Five to ten years of progressively responsible professional experience in acquisition and assistance functions. Demonstrated prior experience in the full range of responsibilities: procurement planning, solicitation, analysis and evaluation of proposals, negotiation and award of acquisition and assistance instruments, cost and price analysis, administration, termination, negotiation of changes, execution of options, investigation and resolution of contractor delays, contractor performance appraisal, subcontractor surveillance and disposition of claims.

Experience that demonstrates pre-award negotiation skills and experience in making formal presentations and in post award administration.

Experience in leading teams.

2. Knowledge: (35 points)

Demonstrated knowledge of federal contracting and assistance principles, laws, statutes, Executive Orders, regulations and procedures applicable to pre-award and/or post-award actions sufficient to procure and/or administer contracts, grants and cooperative agreements for a variety of specialized equipment, services, and/or construction, or to conduct studies of problem areas and develop standard methods and operating procedures.

Knowledge of the following:

- Federal Acquisition Regulations (FAR)
- USAID Acquisition Regulations (AIDAR)
- Contract Information Bulletins (CIBS) / Acquisition & Assistance Policy Directives (AAPDs)
- Office of Procurement Administrative Memoranda (OPAMS)
- USAID Automated Directive System (ADS)
- Office of Management and Budget (OMB) Circular
- Title 22, Code of Federal Regulations as appropriate to USAID.

Familiarity with business practices and market conditions applicable to program and technical requirements is required sufficient to evaluate such actions as bid responsiveness, contractor responsibility, and/or contractor performance.

3. Education: (10 points)

At least a Bachelor's degree in a relevant major listed below, is desired. **However, relevant, extensive work experience, if demonstrably successful, may substitute or be given appropriate consideration.**

Relevant majors are business administration, public administration, law, banking, international affairs, procurement and contracting, accounting, or finance with an emphasis on commerce, trade, supply chain management, and/or materials management.

Completion of 24 business credit hours.

4. Skills and Abilities: (20 points)

Demonstrated ability to work independently in a highly demanding environment and capable of handling tasks with varying deadlines. Demonstrated ability to plan, organize and manage complex negotiations and meetings. Strong organizational skills; ability to work independently with little supervision; and ability to work calmly, tactfully and effectively under pressure and to demonstrate extreme flexibility to manage more than one activity at a time.

Demonstrated ability to work collegially with technical officers, peers, and supervisors with good interpersonal skills and past performance in working effectively in a team environment. S/he must be able to adhere to high standards of professional conduct. Ability to lead the team, provide strategic advice on highly complex and time sensitive procurements.

Demonstrated ability to communicate complex and difficult policy and programmatic issues understandable by knowledgeable laypersons without oversimplifying.

Demonstrated ability to conduct contract negotiations. Demonstrated skills in managerial and coordinative activities sufficient to conduct a variety of contractual actions occurring concurrently.

Excellent oral and written English communications skills and proven ability to produce technical documents.

Ability in the use of computers and computer software, especially Word and Excel.

TOTAL POINTS: 100

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.

The Applicant Rating System is as follows:

QRFs have been assigned the following points:

- QRF #1 – 35 points
- QRF #2 – 35 points
- QRF #3 – 10 points
- QRF #4 – 20 points

Satisfactory Professional Reference Checks

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.

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.

DOCUMENT SUBMITTALS

Via email: 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

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 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/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

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>.