



Request for a U.S. Personal Service Contractor

Position Title: Senior Contract and Grants Specialist
Duty Office: DCHA/FFP
Solicitation Number: SOL-OAA-16-000079
Salary Level: GS-13 Equivalent: (\$92,145 - \$118,794) Washington Locality
Issuance Date: March 24, 2016
Closing Date: April 25, 2016
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 and Grants 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.

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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: FFPPSC@usaid.gov.

Any questions on this solicitation should be directed to Isidore Emmanuel 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 J. Carter
Contracting Officer

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1. SOLICITATION NO.: SOL-OAA-16-000079

2. ISSUANCE DATE: MARCH 24, 2016

3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS

APRIL 25, 2016, 12:00 P.M. EST

4. POSITION TITLE: Senior Contract and Grants Specialist

5. MARKET VALUE: GS-13 equivalent (\$92,145 - \$119,794) includes Washington 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 year base with the option to renew for up to four additional years based on obtaining at least a "fully successful" level of performance in the annual evaluation.

7. PLACE OF PERFORMANCE: Washington, D.C.

8. STATEMENT OF WORK

BACKGROUND

The Office of Food for Peace (FFP) in the U.S. Agency for International Development Bureau 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

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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.

More Information on FFP is available at:

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

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

Duties and Responsibilities

The incumbent serves as a Senior Contract & Grants Specialist in the Bureau for Democracy, Conflict and Humanitarian Assistance, Office of Food for Peace (DCHA/FFP). The incumbent is responsible for understanding and describing to FFP staff all pre-award and post-award functions involving various complex procedures and policies 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.

A. Duties and Responsibilities

The incumbent will carry out the following functions and specific duties:

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 diverse, specialized, complex, and unique contracts and agreements for various programs that involve a broad spectrum of systems;
- Support FFP staff and Contracting/Agreement Officer by providing guidance and training concerning contract/agreement administration to ensure terms and conditions are complied with and that the contractor/awardee delivers the required goods or services in a timely manner to achieve the objectives of FFP's and the Agency's projects and programs. Responsibilities to include:
 - Support and train FFP staff to review 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.

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- Conduct site visits tied to new awards, monitoring and evaluation, audit findings and recommendations and more under the direction of the CO/AO or supervisor.
- Advise FFP staff on administration responsibilities contained in their award documents.
- Outline for FFP staff how to evaluate the adequacy of the contractor's and recipient's business management systems for areas such as personnel compensation, subcontracting procedures, and financial management. Make linkages to development of independent government cost estimates and other acquisitions documents for learning and knowledge sharing.
- Describe to FFP staff key issues tied to the contractor's and recipient's compliance with Cost Accounting Standards or other cost principles and requirements, as applicable.
- Assist FFP staff and the CO/AO in resolving audit findings on post-award audits.
- Draft, for the CO/AO, responses to protests and inquiries through research, analysis and presentation of necessary documentation and history.

Monitors Contractor's Performance

- Support select FFP staff to perform contract administration activities for significant, highly specialized procurements involving long-term, extensive technical service contracts and/or cost type contracts and assistance instruments. 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.
- Guide FFP staff to independently review and monitor contractor's and awardee's performance on contract, regulatory and statutory provisions through telephone conversations, correspondence, reports, vouchers, and visits.
- Develop and provide training on various tools for use by FFP staff to monitor status of 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 FFP staff and the CO/AO and other officials of the Agency interpretations of contract and grant provisions as applicable to contractors and awardees/grantees, and provide appropriate support, advice and guidance.

Procurement Program Planning Work

- Guide FFP staff in developing 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.
- Anticipate problems and provide advice to FFP staff on effective implementation and time frames required to ensure they are met.

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- Advise FFP staff in project planning meetings of the procurement and assistance instruments to be used. Advise FFP Agreement Officer's Representatives (AORs)/Contracting Officer's Representatives (CORs) in the drafting of effective statements of work, program descriptions, evaluation criteria, proposal instructions, application guidelines and other supporting documents for notices of funding opportunities such as RFAs, RFPs, Task Orders, Inter Agency Agreements and/or any other procurement instruments.
- Review and track the preparation of various solicitation documents, as required.
- Provide guidance and training to new FFP staff on USAID regulations, 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.

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 to support procurement and assistance, e.g., the development of an independent government cost estimate (IGCE). Obtain appropriate data from business and technical officials. In the absence of meaningful cost and price information, develop creative approaches to developing the necessary comparative data.
- Perform detailed analyses of all elements of cost in contractor proposals and PVOs' applications feeding into the memorandum of negotiation.
- Assist the selection committee chair in the determination of the competitive range and aid with the preparation of defensible justifications, when required.
- In coordination with FFP staff, conduct pre-proposal conferences with prospective contractors to arrive at a clear understanding of what is required under the proposed contract.
- Draft requests for applications for awards under assistance.
- Review and edit draft documents to ensure quality and completeness pertaining to necessary modifications; clarify questions concerning such topics as specification changes, language ambiguities, or award clauses or sub-award details.
- Explore and propose new or innovative contracting/award approaches to arrive at an improved mechanisms, lower management burden and/or an equitable contract arrangement.

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

- Develop training materials and supporting documentation for FFP staff to: (1) 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; (2) assist as required in the preparation of agreement and contractual instruments including for PSCs for signature by the Contracting/ Agreement Officer; (3) prepare the memoranda of negotiation, organize and prepare pre- and post-award debriefs.
- Coordinate with the FFP staff and technical experts on a variety of contracts and assistance instruments requiring the development of new or modified evaluation criteria, reporting requirements, and contractual arrangements.

Contract Compliance Review

- Responsible for preparing tip sheets and training materials for FFP staff to support contract administration to ensure sufficient 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.
- Discuss with FFP staff and document for reference for FFP staff details associated with 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.

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 provide advice upon request regarding specific situations or problems and upon receipt of changed procedures involving regulations, laws, and good business practices.
- Support FFP staff responses to protests or requests for debriefs by researching and developing necessary analysis, documentation, and history in conjunction with the CO/AO.

Other

- Attend Agency training, especially those sponsored by Office of Acquisitions and Assistance, Office of Foreign Disaster Assistance, Office of Transition Initiatives and Program, Planning and Learning, as necessary, to better understand programmatic priorities for the Agency and how this translates into procurement and assistance requirements for FFP.

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- Conduct brown bags and other informational sessions to educate FFP staff on changes in procurement policy or other relevant subject matter.

Guidelines

At the GS-13 level, guidelines are available subject to interpretation in light of policies and precedents, based on guidance from the supervisor. The PSC has limited leeway for development of new methods or policies, subject to supervisor approval.

The PSC will be responsible for assisting FFP staff with pre-award and post-award functions involving procurements and assistance mechanisms of significant importance to FFP and the Agency. Requirements of contracts, grants, cooperative agreements, inter-agency agreements are typically highly specialized and involve complex systems or sensitive international programs.

Pertinent sources of information consist of FFP rules and regulations, in addition to the Federal Acquisition and Regulations (FAR), the USAID Acquisition Regulations (AIDAR), Contract Information Bulletins (CIBs) and Acquisition & Assistance Policy Directives (AAPDs), USAID Automated Directive System (ADS), and Title 22, Code of Federal Regulations as appropriate to USAID.

Supervisory Controls:

At the GS-13 level, the supervisor sets overall objectives and resources available. The PSC is expected to consult with supervisor to develop deadlines, projects and work to be done. The PSC is responsible for planning and carrying out assignments, resolving most conflicts, coordinating with others, and interpreting policy in terms of established objectives. The PSC may also be expected to determine the approach to be taken and the methodology to be used, keeping the supervisor informed of progress. Completed work is reviewed only from an overall standpoint in terms of feasibility, compatibility with other work or effectiveness in meeting requirements.

The incumbent of this position will:

- Support Grants Manager, Contracting/Agreement Officer and FFP staff by providing information and data to ensure proper contract/agreement administration and oversight. Conduct reviews of Agency materials, procedures and policies to formulate guidance for FFP staff concerning pre-award and post-award functions, including contracts, assistance agreements and procurement planning and coordination with OAA and FFP senior management.

10. WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands. During deployment on DARTs (if required), and during site visits, there may be some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

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Work is primarily performed in an office setting. The requirement for field trip assignments to consult with cooperating sponsor managers of food assistance programs may expose the successful candidate to difficult working surroundings and security risks during the course of travel.

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

13. POINT OF CONTACT: See Cover Letter.

***Application Process:** Applicants must indicate in their application the solicitation number they are applying to and want to be considered for in their initial base one-year contract. USAID/FFP reserves the right to place the applicant at the Grade/Step level for which he/she is found qualified during the application process.

MINIMUM REQUIREMENTS FOR THE POSITION

EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION

Minimum Qualifications

- **A.** At the GS-13 level the incumbent will have a Bachelor's degree from an accredited U.S. or internationally recognized institution. The incumbent will have a total of at least seven (7) years of progressively responsible experience in acquisition and assistance functions, of which five (5) years should be related to 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.

OR

- A Master's degree from an accredited U.S. or internationally recognized institution. The incumbent will have a total of at least six (6) years of progressively responsible experience in acquisition and assistance functions, of which four (4) years should be related to should be related to 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.
- Intermediate level computer skills, to include knowledge of Microsoft Word and Excel, e-mail, and the internet;

B. Selection Factors: Applicants must possess the minimum qualifications for the position. Applicants who do not meet all of the selection factors are considered NOT qualified for the position. Selection factors include:

- **Applicant is a U.S. Citizen;**
- A current resume, with complete contact information
- Supplemental document specifically addressing the Quality Ranking Factors (QRFs) submitted;
- Willingness to travel overseas to potentially remote locations or in challenging conditions, and travel domestically.
- Intermediate level computer skills and experience using web-based IT systems.

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- Ability to obtain an interim or final Secret level security clearance as provided by USAID within a six-month period
- Ability to obtain a U.S. State Department medical clearance.

QUALITY RANKING FACTORS (QRFs)

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 and the announcement number at the top of each additional page.

- Demonstrated experience in acquisition and assistance functions and in the full range of responsibilities such as procurement planning, analysis & evaluation of proposals, negotiation and award of acquisition & assistance instruments. Demonstrated experience in pre-award negotiation skills and in making formal presentations and in post-award administration. (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. (35 points)
- Demonstrated ability to work independently in a highly demanding environment and capacity to handle tasks with varying deadlines. Demonstrated ability to plan, organize and manage complex projects, negotiations and meetings. Demonstrated ability to communicate complex and difficult policy and programmatic issues understandable by knowledgeable laypersons without oversimplifying. Ability to lead the team, provide strategic advice on highly complex and time sensitive procurements. (20 points)
- Demonstrated education experience in relevant field in 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 material management. **However, relevant and extensive work experience, if demonstrably successful, may substitute or be given appropriate consideration.** (10 points)

Total Possible Points: 100

BASIS OF RATING: Applicants who meet the Education/Experience requirements and Selection Factors will be further evaluated based on scoring of 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

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address each of the QRFs on a separate sheet 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.

DOCUMENT SUBMITTALS

Where and How to Apply

Via email: FFPPSC@usaid.gov

To apply, qualified individuals are required to submit:

1. A cover letter specifying for which grade level(s) you are applying, and a brief rationale supporting your selection.
2. A current resume, with complete contact information
3. Supplemental documentation specifically addressing the Selection Factors and the QRFs shown in the solicitation.

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.

FFP reserves the right to make additional selections from this solicitation.

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.

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.

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.

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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

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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. AID 302-3
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.

AAPD 15-02 LEAVE AND HOLIDAYS

AAPD No. 15-02 is hereby incorporated as Attachment 2 to the solicitation.

FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS

FAR Clause 52.222-50 is hereby incorporated as Attachment 3 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)

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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.

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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

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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)

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and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

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ATTACHMENT 2

APPD 15-02 LEAVE AND HOLIDAYS

(a) Annual Leave

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

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

Time in Service	Annual Leave (AL) Accrual Calculation
0 to 3 years	Four hours of leave for each two week period
over 3, and up to 15 years	Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	Eight hours of AL for each two week period

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

(3)

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

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

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

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

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

(c) Home Leave.

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

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

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

(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC's home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the

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contractor will receive home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

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

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

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

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

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

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

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

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

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the

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number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.

(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

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

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

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

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

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

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

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

(h) Compensatory Time. Compensatory time leave may be granted only with the written approval of the Contracting Officer or Mission Director in rare instances when it has been determined absolutely essential and used under those guidelines which apply to USAID U.S. direct-hire employees.

(i) Family and Medical Leave (FML)

- (1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave Act of 1993, as amended, and as administered by the Department of Labor under [29 CFR 825](#). USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.
- (2) FML only applies to USPSCs, not any other type of PSC.
- (3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and (ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.
- (4) In accordance with [29 CFR 825.200\(a\)](#) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:
 - (a) The care of the USPSC's newborn child.
 - (b) The care of the USPSC's newly placed adopted or foster care child.
 - (c) The care of the USPSC's spouse, child or parent with a serious health condition.
 - (d) The USPSC's own serious health condition.
 - (e) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
 - (f) Other qualifying exigencies as determined by the Department of Labor.
- (5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC's supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC's accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.
- (6) FML is not authorized for any period beyond the completion date of this contract.
- (7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.

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

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

[END PROVISION]

ATTACHMENT 3

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

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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;

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(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>.