



Request for Personal Service Contractor

USAID Office of Crisis Surge Support Staff

Position Title: Executive Officer (Multiple Positions)
Solicitation Number: SOL-CS3-15-000001
Salary Level: GS-15 Equivalent Hourly Rate: \$48.21 - \$62.68 (Equivalent Daily Rate: \$385.68 - \$501.44)
Issuance Date: October 22, 2014
Closing Date: December 3, 2014
Closing Time: 5:00 P.M. EST

For 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 overseas as Executive Officers under personal services contracts, as described in the attached solicitation.

The Office of Crisis Surge Support Staff (CS3), formerly the Office of Civilian Response (OCR), is hiring Executive Officers who will be U.S. Personal Services Contractors (USPSCs) on intermittent contracts, providing support when changed circumstances in a country necessitate temporary an increases in staffing or the provision of additional specialized skills. The USPSCs will be a part of CS3's "Firehouse"; and those serving in the Firehouse must be prepared to work abroad in USAID missions and embassies, often with little time for preparation. Deployments can be for any period of time from 2 weeks to six months.

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) All full time paid positions, job title, location(s), and dates held (month/year), for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. **Please specify unpaid or part time work. Unless stated otherwise, part-time hours will be prorated at 20 hours worked per week. Unpaid, part-time and any experience that does not include dates (month/year) and locations 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) for all supervisors within the last 10 years.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
- (e) Country of Citizenship.

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- 2** A one page narrative demonstrating how you are qualified for the position. The narrative should take into consideration the selection criteria, describing your experience, training, education and/or awards you have received that are relevant to the position. If the narrative exceeds one page the additional pages will NOT be reviewed or evaluated.
- 3** Proof of relevant trainings and certifications to demonstrate eligibility to obtain a Basic Level EXO Warrant

Additional documents submitted will not be accepted. Incomplete or late applications will not be considered. Your complete resume and one page narrative addressing the selection criteria must be mailed, delivered, faxed, or emailed to:

GlobalCorps
529 14th Street, NW, Suite 807
Washington, DC 20045
E-Mail Address: executiveofficer@globalcorps.com and kshort@usaid.gov
Facsimile: (202) 280-1184

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

Kyndra Short
Telephone Number: (202) 567-5297
E-Mail Address: executiveofficer@globalcorps.com or kshort@usaid.gov
Website: www.globalcorps.com
Facsimile: (202) 280-1184

Sincerely,

Stéphane Bright
Contracting Officer

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Solicitation for U.S. Personal Service Contractor (USPSC) Executive Officer (Multiple Positions)

- 1. SOLICITATION NO.:** SOL-CS3-15-000001
- 2. ISSUANCE DATE:** October 22, 2014
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** December 3, 2014, 5:00 PM EST
- 4. POSITION TITLE:** Executive Officer (Multiple Positions)
- 5. MARKET VALUE:** GS-15 equivalent hourly/daily rate (\$48.21 - \$62.68/\$385.68 - \$501.44 - not eligible for 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.**
- 6. PERIOD OF PERFORMANCE:** One (1) year, with four (4) option years

STATEMENTS OF LIMITATIONS ON PERIOD/PLACE OF PERFORMANCE AND BENEFITS:

The purpose of this contract is to establish an employee/employer relationship with the contractor to perform services overseas on a temporary, on-call basis as part of the Bureau for Democracy, Conflict, and Humanitarian Assistance (DCHA) / Office of Crisis Surge Support Staff (CS3), formerly the Office of Civilian Response (OCR), "Firehouse." The Personal Services Contractor(s) hired under this contract will provide up to a maximum of 250 workdays of services on an annual basis.

The specific projects, as well as dates, number of days and locations to be worked will be determined by mutual agreement between the contractor and his/her CS3 supervisor in consultation with the Overseas Management Division (M/MS/OMD) according to requests made to CS3 by USAID overseas missions. This is an intermittent USPSC. There is no obligation by CS3 to provide assignments for a minimum number of days, and the contractor will be free to provide "blackout" dates during which he/she will not be available to accept assignments.

Upon identification of a temporary need within the scope of work, CS3 will contact the contractor and provide the following information:

1. Date contractor is needed to report to CS3 or assignment in the field
2. Duration of Assignment
3. Place of Performance

The contractor will notify CS3 whether he/she is available for the assignment within two business days. At the time the contractor accepts the assignment, he/she is expected to commit for the duration of the assignment. While the contractor will be required to commit to a certain time period, it is understood that the exigencies of a crisis may require the assignment

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to be curtailed or extended (not to exceed 250 days per year). The contractor shall notify CS3 at the time of commitment if his or her existing schedule would preclude an extension. Notification of schedule conflicts shall not necessarily disqualify the contractor from the assignment, but will simply assist CS3 in recruiting a replacement. Subsequently, if unforeseen circumstances arise, and the contractor needs to curtail the assignment and leave post, the contractor must receive approval from CS3 and the Mission prior to departure.

As services provided by the contractor are on a temporary, on-call basis, health and life insurance reimbursements will be provided on a prorated basis based on the number of days during which the contractor actually provides services.

7. PLACE OF PERFORMANCE: Overseas

There may be an initial orientation and training, as required, in Washington, D.C. This may include formal classroom training, online training, on-the-job training and security training. After completion of appropriate training, the Executive Officer will be considered available for overseas assignment.

8. STATEMENT OF WORK

POSITION DESCRIPTION

BACKGROUND

USAID's Office of Crisis Surge Support Staff (CS3), formerly the Office of Civilian Response (OCR), is seeking highly motivated, highly qualified individuals who want the opportunity to help support USAID missions abroad when faced with a natural disaster, political crisis, internal conflict or otherwise in need of surge staff support due to some unforeseen circumstance. Created in 2008, CS3 provides crisis staffing to USAID missions throughout the world with a full range of specialized expertise. Since then this office has provided over 20,000 days of mission support in deployments to countries such as Libya, Tunisia, Kyrgyzstan, Sri Lanka, Burma, Honduras, Somalia, South Sudan, Democratic Republic of Congo, and many other countries. As a member of CS3's team of crisis responders, you would be available at short notice to bring to USAID missions your specialized skills in support of a mission's response to a crisis.

USAID is striving to become an even more nimble and agile organization when responding to internal and external crises. Countries experiencing a significant political transition in the midst of a crisis or emerging from civil conflict have unique needs that cannot always be fully addressed by a traditional USAID mission staffing. Yet timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed state. CS3 plays a unique role in USAID by ensuring the USAID mission has sufficient staff with the right skills during those critical golden hours.

To respond quickly and effectively and meet USAID mission needs, CS3 retains a group of high level professionals and experts under (USPSCs intermittent contracts) as part of a "Firehouse". These knowledgeable and skilled professionals are rapidly available to missions to expand their capacity, augment their existing capability, fill in gaps, replace evacuated staff, or in some cases

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project USAID presence to field sites or non-presence countries. CS3 staff provide specialized skills in a range of areas from contracting to communications, program design, election monitoring, project management, development outreach, reporting, strategic planning, and others. As a member of the “Firehouse” you would play a crucial role in supporting USAID programs at a time when their success is most critical.

USPSCs are considered employees of USAID for all purposes except programs administered by the Office of Personnel Management (OPM) – such as federally sponsored health insurance, life insurance, and retirement benefits. However, there are several other similar benefits that USPSCs may participate in, such as partial reimbursement for health and life insurance costs, as well as full coverage of workers’ compensation, among other benefits. For more complete information on USPSC benefits, please see page 15 of this solicitation.

INTRODUCTION

The Executive Officer will assist USAID Missions with the full range of administrative services including personnel management, procurement (GLAAS), ICASS, Travel (E-2) general services (leasing, non-expendable property [NXP], expendable property [EXP], etc.), records management, reviewing Mission EXO operations to identify management vulnerabilities, and work with Missions to correct vulnerabilities – including mentoring recently assigned EXOs, and training FSN/PSC and US/PSC staff to increase their competencies and capabilities.

The purpose of the work is to plan and carry out administrative programs that are vital to USG interests in the country of assignment and in the Region. The work involves determining the soundness of Mission management of programs and plans; developing and establishing new approaches and methods for use by the Mission of assignment and/or Missions throughout the Region; resolving problems that are critical to the accomplishment of important Agency objectives; providing authoritative advice and technical assistance to the Mission; or, developing or revising standards for use in developing and administering Mission programs. The Interim Executive Officer’s recommendations affect programs that are essential to the long-term mission of the Agency.

The work includes broad functions and processes found in USAID Executive Offices worldwide, including a wide variety of duties requiring many different and unrelated processes and methods applied to a broad range of activities, or intensive analysis and problem-solving. Assignments are characterized by unusual breadth, and normally involve several phases of the work being pursued concurrently with support from within and outside the organization. Decisions regarding what needs to be done include largely undefined issues and elements, requiring extensive analysis to determine the nature and scope of problems encountered. The work requires the Interim Executive Officer to establish new concepts, theories, or programs and considerable effort to resolve previously unyielding problems.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The Executive Officer's responsibilities will include the following:

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- Interacting with senior Mission management to implement Mission policies and procedures governing Mission operations, particularly where Mission-specific guidance is not developed.
- Consulting with Missions on their Executive Office procurement services, including GLAAS, insuring that procurement activities are in accordance with the FAR and AIDAR, and reducing vulnerabilities.
- Identifying problems in Missions' current records management operations and designing training programs to develop the skills and competencies of staffs charged with these responsibilities.
- Reviewing General Services Operations (GSO), identifying weaknesses in Mission GSO operations, and recommending/taking remedial actions. Where the Missions receive services under ICASS, insure the highest levels of customer service are provided.
- Insuring adequate controls are in place to track personal and real property and advising staff on the use of property management programs. Where Missions receive services under ICASS, insure the highest levels of customer service are provided.
- Reviewing security programs in place, including radio programs, physical security of office buildings and homes, and warden systems.
- Insuring motor pool operations are adequate for Mission needs, and controls are in place to prevent misuse of USG vehicles and resources. Where Missions receive services under ICASS, insure the highest levels of customer service are provided.
- Reviewing office space for adequacy of maintenance programs, safety, and health programs.
- Providing closeout support to Missions, including review of and input into closeout plans. (Closeout support may require lengthy deployments during the final months of any Mission closeout.)
- Supporting start-up missions to set up Executive Office services.
- Identifying management vulnerabilities in Missions through formal Management Services Reviews, and providing hands-on support in correcting deficiencies.
- Assisting Missions in reviewing ICASS subscriptions, budgets, and other issues as well as reviewing OE budgets and procurement plans.
- Providing coverage during absence of assigned Executive Officers.

In Missions with no USDH or US/PSC Executive Officer, the Executive Officer will provide support to assure that EXO operations are running smoothly.

The Executive Officer, from time to time, will assume the role of “mentor” to new USDH EXOs assigned to missions. Specifically, the Executive Officer will provide training and guidance to the new EXOs in order to meet the following objectives:

- Improve and expand technical subject matter expertise in BS-03.
- Obtain an in-depth understanding of the EXO functions in relation to US foreign assistance delivery, concentrating on USAID's structure and functions both internally and externally with implementers, host country governments and other donors.
- Experience and gain an understanding of the overseas work environment and institutional culture of USAID.

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- Strengthen the officers' inter-cultural skills both within the work place and the local environment.
- Expand the officers' management and leadership skills.

SUPERVISORY RELATIONSHIP AND CONTROLS: The Executive Officer will take administrative direction from the Director of CS3 or his/her designee; technical assistance (EXO subject matter expertise) will be provided by the M/MS/OMD. While on assignment, the Executive Officer will report to a mission-based supervisor designated by the Field Mission. The supervisor at the USAID mission will set overall objectives and provide technical direction and day-to-day supervision. The employee and the supervisor together will develop deadlines, projects, and work to be accomplished subject to mission approval and consistent with mission objectives, policies, and protocols. The incumbent is expected to take initiative, act independently, and manage his/her tasks with minimal supervision while remaining in line with agreed upon work plans and overall mission objectives. For the purpose of contract, personnel, training or general administrative matters, the CS3 Director (Washington, DC) or his/her designee will provide direction and oversight.

The Executive Officer is expected to work with a high degree of independence. As a recognized authority in a wide variety of typical Executive Officer programs or functional areas, the incumbent has complete responsibility and authority to plan, design, schedule, and carry out major programs/projects, studies, or other work independently. The incumbent typically exercises discretion and judgment in determining whether to broaden or narrow the scope of programs/projects or studies. Completed work is reviewed primarily for potential influence on broad USAID and/or Mission policy and goals, fulfillment of objectives, or contribution to advancement of knowledge in the field, and is normally accepted without significant change. Recommendations for new activities are usually evaluated only for such considerations as availability of funds and other resources, broad Agency goals, or Mission priorities.

Guidelines:

Guidelines consist of broadly stated and nonspecific policy statements, statutes, court decisions, etc., that require extensive interpretation. The incumbent uses judgment and discretion in determining the intent of existing policy, and in interpreting and revising existing policy and regulatory guidance for use by others within or outside USAID and the Mission (e.g., other Executive Officers, technical subject-matter experts, USAID/Washington staffs, and host-country officials). The incumbent is recognized as an authority in the development and/or interpretation of guidance on Mission support activities and administration.

10. PHYSICAL DEMANDS

Firehouse members must obtain a Class 1 State Department medical clearance. CS3 Firehouse members may be in positions overseas that lead to unusual mental stress, and may require arduous physical exertion, by prolonged standing, by riding in and getting out of vehicles, and by operating manual or stick-shift motor vehicles. The duties may require: entering and maneuvering in facilities accessible only by stairs, long flight times, and carrying heavy baggage and items (over 30 pounds). The incumbent must be able to operate in an environment that

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requires endurance and ability to evaluate surroundings. Applicants must be physically and mentally capable of performing these functions efficiently and safely.

11. WORK ENVIRONMENT

Work is primarily performed in an office setting, though the contractor is likely to be assigned to areas where site visits and extraordinary travel time is involved and that may entail working out of temporary duty residences or hotel rooms. The contractor will travel as a U.S. government employee and is subject to Chief of Mission authority. As such, the contractor will be expected to conform to all embassy and/or USAID mission policies and procedures at his or her assignment location regarding housing, work hours, diplomatic protocols, and security. The contractor may be required to staff field offices or other locations off-site of the USAID mission or embassy. Many of the overseas environments in which the contractor may be required to work present a health risk such as: extreme air pollution, lack of potable water, or presence of waterborne and other communicable diseases. Special safety and/or security precautions, wearing of protective equipment, exposure to severe weather conditions, working in non-permissive environments, restrictions on movement and/or evacuations of a USAID mission or embassy may occur.

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

13. POINT OF CONTACT: See Cover Letter.

REQUIREMENTS FOR THE POSITION

B eligibility for the position. Applicants who do not meet all of the education and experience factors are considered NOT qualified for the position.

- U.S. Citizen;
- English Fluency;
- Ability to obtain a SECRET level security clearance provided by USAID and a TOP SECRET clearance as designated and provided by USAID. A Top Secret clearance may be required for certain activations based on programmatic needs;
- Ability to obtain a Department of State Class 1 worldwide medical clearance;
- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- A one page narrative submitted. See cover page for narrative requirements;
- Satisfactory verification of academic credentials.

EDUCATION/EXPERIENCE FOR THIS POSITION

In order to be evaluated for the position of Executive Officer must meet the criteria listed herein:

- Minimum of **eleven (11) years** work experience, of which **five (5) years** must include experience in progressively complex operation management or administrative management positions that have included human resources, contract and procurement, personal property management, records management, security, and other related

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functions, of which **two (2)** of these years must have been overseas in hardship countries, working in a development context, and in a supervisory management capacity.

AND

- Master's degree with significant study in or pertinent to the specialized field, including, but not limited to, international relations, business administration, and social sciences;

OR

- Bachelor's degree with an **additional two (2) years** work experience (in addition to the eleven years indicated above), showing demonstrated increased responsibility in administrative management overseas.

WARRANT REQUIREMENTS

BASIC LEVEL EXO Warrant

The Basic level authority for Executive Officers is \$150,000 for goods, commercial items and non-personal services contracts, and \$1,000,000 for personal services contracts, and up to the “maximum order threshold” for General Services Administration (GSA) and Federal Supply Schedule (FSS) orders.

Applying

Individuals applying for this position must qualify to obtain at least a BASIC Level EXO Warrant. In addition to the above General Requirements, the applicant must meet the experience below and be eligible to complete the following training:

Experience: Executive Officers must have a minimum of one (1) year overseas experience in Government contracting or at least five (5) years experience in Government contracting or commercial contracting directly related to Federal government rules and regulations to qualify for this warrant.

Training: The incumbent must have completed the training requirements listed below:

- CON 100 – Shaping Smart Business Arrangements
- CLC 020 (On-line) – Commercial Item Determination
- CLC 131 (On-line) – Commercial Item Pricing
- Competition in Contracting Act (CICA) – On-line

After award, the incumbent must complete the following additional Agency specific courses, if not already completed to obtain a BASIC Level EXO Warrant:

- Agency Specific Courses:
 - Simplified Acquisition Procedures (SAP) – 40 hours
 - Note: This requirement can be met through formal classroom instruction or via On-line training (CON237)

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- Personal Services Contracting (PSC) Workshop

EVALUATION FACTORS (100 Total)

Used to determine the competitive ranking of qualified applicants.

Factor #1: Experience working and communicating with U.S. Embassies, other international organizations providing transition or development assistance programming overseas, and/or foreign governments to ensure an organization's operational/administrative management systems and procedures are most effective and support the organization's achievement of critical, high profile objectives;

Factor #2: Experience starting up, managing, and closing out large and small office support functions including support teams in difficult overseas environments, ensuring that offices or U.S. diplomatic locations, are well-supported in human resources, security, procurement, records management, motor pool, housing, property management, and all other necessary functions;

Factor #3: A customer service-oriented team player, who also has a keen ability to operate independently and with self-sufficiency if necessary in complex situations;

Factor #4: Excellent communication, writing, analytical and social/interpersonal skills, demonstrating diplomacy and an ability to communicate and represent a US Government organization's mission, core values and ethos diplomatically to key partners, stakeholders and beneficiaries both within and outside the USG within the US and overseas, with host government officials, USG implementing partners, and others from all walks of life;

Factor #5: Relevant trainings and certifications to demonstrate eligibility to obtain a Basic Level EXO Warrant

The Applicant Rating System is as Follows:

Evaluation Factors have been assigned the following points:

Factor #1 – 25

Factor #2 – 25

Factor #3 – 10

Factor #4 – 15

Factor #5 – 5

Total Possible - 80 Points

Interview Performance – 20 points

Satisfactory Professional Reference Checks – Pass/Fail

Total Possible Points: 100

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

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Those applicants determined to be competitively ranked will also be evaluated on interview performance and satisfactory professional reference checks.

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

The applicants determined to be competitively ranked will be interviewed and may be required to provide a writing sample. Face-to-face interviews will be conducted in Washington D.C. CS3 will not pay for expenses associated with the interviews but will conduct telephone or videoconference interviews for those not available in Washington D.C. Professional references and academic credentials will be evaluated for applicants being considered for selection.

APPLYING:

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

Qualified individuals are **required** to submit:

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

(a) All full time paid positions, job title, location(s), and dates held (month/year), for each position. Dates (month/year) and locations for all overseas field experience must also be detailed. **Please specify unpaid or part time work. Unless stated otherwise, part-time hours will be prorated at 20 hours worked per week. Unpaid, part-time and any experience that does not include dates (month/year) and locations 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) for all supervisors within the last 10 years.

(d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.

(e) Country of Citizenship.

2. A one page narrative demonstrating how you are qualified for the position. The narrative should take into consideration the selection criteria, describing your experience, training, education and/or awards you have received that are relevant to the position. If the narrative exceeds one page the additional pages will NOT be reviewed or evaluated.

3. Proof of relevant trainings and certifications to demonstrate eligibility to obtain a Basic Level EXO Warrant.

Additional documents submitted will not be accepted.

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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 mail: GlobalCorps, 529 14th Street, NW, Suite 807, Washington, DC 20045

Via facsimile: (202) 280-1184

Via email: executiveofficer@globalcorps.com and kshort@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. If Top Secret clearance is not obtained within nine months after receipt of the Secret security clearance and award, USAID may terminate the contract at the convenience of the government.

NOTE: If the full medical clearance package is not submitted within 30 days after offer acceptance, the offer may be rescinded. If a Class 1 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 USPSCs are required to have a DUNS Number. In this instance, USAID will provide a generic DUNS Number, and USPSCs 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)

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- (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://www.usaid.gov/work-usaid/aapds-cibs#psc> to determine which CIBs and AAPDs apply to this contract.

AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY

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

FAR 52.222-50 - COMBATING TRAFFICKING IN PERSONS

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

As a matter of policy, and as appropriate, a USPSC 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) Post Differential (Chapter 500).
- (F) Payments during Evacuation/Authorized Departure (Section 600), and
- (G) Danger Pay (Section 650).

* Department of State Standardized Regulations (Government Civilians Foreign Areas).

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

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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 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

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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).

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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—

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- (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>.