

## **Request for Personal Service Contractor**

## **USAID Office of Transition Initiatives**

Position Title: OTI Administrative Assistant (Multiple Positions)

Solicitation Number: SOL-OTI-13-000035

Salary Level: GS-5 Equivalent: \$34,075 - \$44,293

GS-7 Equivalent: \$42,209 - \$54,875 GS-9 Equivalent: \$51,630 - \$67,114

Issuance Date: May 10, 2013 Closing Date: May 24, 2013 Closing Time: 5:00 P.M. EDT

## 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 an Administrative Assistant under a personal services contract, as described in the attached solicitation.

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

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

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

#### 2. Supplemental document specifically addressing:

Each of the Education/Experience requirements shown in the solicitation. Each of the five (5) Evaluation Factors shown in the solicitation.

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

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

GlobalCorps 529 14th Street, NW, Suite 700 Washington, DC 20045

E-Mail Address: adminasst@globalcorps.com Facsímile: (202) 403-3911 or (202) 403-3941

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:

Travis Axton or Dominique Chittum

Telephone Number: (202) 706-6115 or (202) 706-6110

E-Mail Address: adminasst@globalcorps.com

Website: www.globalcorps.com

Facsímile: (202) 403-3911 or (202) 403-3941

Sincerely,

Cristina Sylvia Contracting Officer

Solicitation for U.S. Personal Service Contractor (PSC) Administrative Assistant (Multiple Positions)

- 1. SOLICITATION NO.: SOL-OTI-13-000035
- **2. ISSUANCE DATE**: May 10, 2013
- **3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS**: May 24, 2013, 5:00 pm EDT
- 4. **POSITION TITLE**: Administrative Assistant
- **5. MARKET VALUE**: This position has been designated as a "ladder" position. The highest level of this position is a GS-9 (\$51,630 \$67,114); however, USAID intends to fill this position at the GS-5 level (\$34,075 \$44,293) with Washington, D.C. locality pay. The actual salary of the successful candidate will be negotiated within the pay range of the GS-5 level depending on qualifications, previous relevant experience and work history, salary and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**

Following at least one (1) year at the GS-5 level, the candidate may have the opportunity for advancement to a GS-7 equivalent grade. Following at least one (1) year at the GS-7, the candidate may have the opportunity for advancement to a GS-9 equivalent grade. In order to be advanced to the higher grade, the incumbent must meet the minimum qualifications of the higher grade, and receive an "Excellent" performance rating in the annual performance evaluation. The evaluation must include a statement by the supervisor that the employee is performing successfully at the current grade and is considered ready to perform at the higher grade level. Neither advancement nor extension of the contract is guaranteed.

- **6. PERIOD OF PERFORMANCE:** 2 years, with 3 one-year option periods
- 7. PLACE OF PERFORMANCE: Washington, D.C.
- 8. STATEMENT OF WORK

POSITION DESCRIPTION

#### **BACKGROUND**

The Office of Transition Initiatives (OTI) was created in 1994 as a distinct operating unit within USAID to help local partners advance peace and democracy in priority conflict-prone countries. Seizing critical windows of opportunity, OTI works on the ground to provide fast, flexible, short-term assistance targeted at key transition needs.

Countries experiencing a significant political transition in the midst of a disaster or emerging from civil conflict have unique needs that cannot be fully addressed by traditional disaster relief.

Timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed transition. OTI assists in securing peace by aiding indigenous, mostly non-governmental, civil society and media organizations. OTI uses such mechanisms as support for re-integration of ex-combatants into civilian society; development of initiatives to promote national reconciliation; identification of quick-impact community self-help projects to meet urgent economic needs; and aid to independent media outlets and community-based organizations to help promote informed debate and broaden public participation.

To respond quickly and effectively and meet its program objectives and mandate OTI retains a group of high level professionals and experts under U.S. personal services contracts (USPSCs). These knowledgeable and skilled professionals make up the vast majority of the OTI work force and are at its forefront implementing and achieving the organization's programmatic goals and objectives. USPSCs are considered employees of USAID for all purposes except programs administered by the Office of Personnel Management (OPM) – such as federally sponsored health insurance, life insurance, and retirement benefits. However, there are several other similar benefits that USPSCs may participate in, such as partial reimbursement for health and life insurance costs, as well as full coverage of workers' compensation, among other benefits. For more complete information on USPSC benefits, please see page 15 of this solicitation.

For more information about OTI and its country programs please see: <a href="http://www.usaid.gov/what-we-do/working-crises-and-conflict/promoting-peaceful-political-transitions">http://www.usaid.gov/what-we-do/working-crises-and-conflict/promoting-peaceful-political-transitions</a>

#### INTRODUCTION

Bureau of Democracy, Conflict and Humanitarian Assistance (DCHA)/OTI is an exciting, fast-paced, operational office in USAID. Program and Operations staff work as a team to ensure country programs are started, managed, and closed efficiently and effectively.

For DCHA/OTI to implement its rapid response strategy, it is essential that OTI PSC staff are deployed and supported expeditiously and programs started quickly, often with little or no lead time. The Administrative Assistant position is a key position in a busy office which responds rapidly to crisis situations. It is essential that DCHA/OTI personnel receive prompt support. To achieve this, OTI requires an Administrative Assistant who has the capacity to work well within a team environment and anticipate the needs of a complex organizational unit.

The Administrative Assistant works closely with other Administrative Assistants and other members of the Operations and Management Division (OMD) as well as the OTI Country Program teams to ensure OTI programs are provided with outstanding administrative support. The Administrative Assistant has responsibility for daily administrative operations in support of OTI program-funded staff in Washington and the field. Approximately 95% of the workload will be in support of program-funded staff and activities in OTI/Washington and the field, and approximately 5% of the workload will also be in support of Direct Hire staff in Washington and the field. Key functions of the Administrative Assistant are to provide general administrative

support to a majority program-funded staff, and provide backup support to the other Administrative Assistants and Personnel Assistants in OTI in their absence.

This is a key position in a busy office which responds rapidly to crisis situations. For DCHA/OTI to implement its rapid response strategy, it is essential that DCHA/OTI personnel receive prompt support. The incumbent must have a strong sense of responsibility, a high customer service standard, be highly organized, pay close attention to detail, and be able to complete administrative tasks with minimal guidance.

#### **OBJECTIVE**

The purpose of this solicitation is to hire an Administrative Assistant within OTI's Operations and Management Division (OMD).

#### 9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

#### **DUTIES AND RESPONSIBILITIES**

The work of the Administrative Assistant requires teamwork, the exercise of discretion, judgment, and personal responsibility. As a member of a highly operational office, the incumbent is willing and able to perform a wide range of administrative functions to help ensure programmatic success. The incumbent has a high level of integrity and attention to detail to ensure the use of OTI systems and procedures to maintain effective and efficient management of funds, programming, and monitoring and evaluation. The incumbent is highly flexible and willing to work under conditions of ongoing change, and remains professional and respectful of colleagues and authority in a diverse workforce. She or he places a premium on the building positive relationships with his or her respective team both in the field and in Washington, and with key stakeholders both in and outside of USAID. The incumbent is a team player, able to prioritize and follow up on their own actions without prompting, while also assisting a busy supervisor track and respond to incoming requests and routine tasks, filling in gaps as needed to ensure the responsiveness of the team. The incumbent is highly responsible, service-oriented, organized, pays close attention to detail, and is able to receive and respond to constructive criticism in a professional manner. The Administrative Assistant is a strategic thinker, articulates innovative ideas, presents solutions, and is a positive role model for colleagues both in and outside of OTI.

Under the direct supervisor of the Washington-based Team Leader for the team to which he/she is assigned, or his/her designee, as well as to the Chief, Operations and Management Division, the Administrative Assistant will:

#### At the GS-5 Level:

At the GS-5 level, work is assigned by the supervisor, with on-the-job training provided as needed. Work is reviewed for accuracy, format, etc. Supervisor is kept informed of work progress.

- Provide day-to-day administrative support to DCHA/OTI staff. Such as, managing office supplies for program funded staff; photocopying and distributing documents; providing scheduling and meeting arrangements; assisting with various request forms for program funded staff; providing receptionist services; managing program funded staff request forms; processing incoming and outgoing mail, correspondence, and reports; composing letters, reports, and reviewing correspondence for accuracy and completeness; preparing public presentation outlines, graphs/charts, and other office support materials; and other administrative duties as assigned;
- Manage cable traffic (agency and inter-agency communication notices) for the office, ensuring incoming cables are filed and teams are notified of their arrival, and be responsible for the receipt, dissemination, proper storage, and destruction of classified documents;
- Provide information management support, ensuring proper posting of common documents (e.g. forms, manuals, procedures) to a common electronic files;
- Provide or backstop payroll and expense voucher support for Personal Services Contract employees;
- Provide backup support in other administrative operations support tasks such as travel, training, personnel support, correspondence control, records management, bullpen scheduling, and finance;
- Provide general administrative support to include helping with scheduling, following up on assigned tasks, taking notes at staff meetings (to include action points that will need to be tracked), and at other meetings as directed by the supervisor;
- Perform other administrative support duties as required.

## At the GS-7 Level:

At the GS-7 level, the incumbent will perform all of the duties of the GS-5 level, with less supervision. The supervisor indicates generally what is to be done, limitations, quality and quantity expected, deadlines and priorities; employee uses initiative in carrying out recurring assignments independently but refers deviations, problems and unfamiliar situations to the supervisor.

Provide day-to-day administrative support to DCHA/OTI staff. Such as, managing office supplies for program funded staff; photocopying and distributing documents; providing scheduling and meeting arrangements; assisting with various request forms for program funded staff; providing receptionist services; managing program funded staff request forms; processing incoming and outgoing mail, correspondence, and reports; composing letters, reports, and reviewing correspondence for accuracy and completeness; preparing public presentation outlines, graphs/charts, and other office support materials; and other administrative duties as assigned;

- Manage cable traffic (agency and inter-agency communication notices) for the office, ensuring incoming cables are filed and teams are notified of their arrival, and be responsible for the receipt, dissemination, proper storage, and destruction of classified documents;
- Provide information management support, ensuring proper posting of common documents (e.g. forms, manuals, procedures) to a common electronic files;
- Provide or backstop payroll and expense voucher support for Personal Services Contract employees;
- Provide backup support in other administrative operations support tasks such as travel, training, personnel support, correspondence control, records management, bullpen scheduling, and finance;
- Provide general administrative support to include helping with scheduling, following up on assigned tasks, taking notes at staff meetings (to include action points that will need to be tracked), and at other meetings as directed by the supervisor;
- Perform other administrative support duties as required.

#### At the GS-9 Level:

At the GS-9 level, the incumbent will perform all of the duties of the GS-7 level, with minimal supervision, and additional program support duties if required. Supervisor makes assignments by defining objectives, priorities and deadlines and assists employee with situations that do not have clear precedents; employee plans and carries out the successive steps and handles problems and deviations in accordance with instructions, policies, previous training or accepted practices; work is evaluated for technical soundness, appropriateness and conformity to policy requirements.

- Provide day-to-day administrative support to DCHA/OTI staff. Such as, managing office supplies for program funded staff; photocopying and distributing documents; providing scheduling and meeting arrangements; assisting with various request forms for program funded staff; providing receptionist services; managing program funded staff request forms; processing incoming and outgoing mail, correspondence, and reports; composing letters, reports, and reviewing correspondence for accuracy and completeness; preparing public presentation outlines, graphs/charts, and other office support materials; and other administrative duties as assigned;
- Manage cable traffic (agency and inter-agency communication notices) for the office, ensuring incoming cables are filed and teams are notified of their arrival, and be responsible for the receipt, dissemination, proper storage, and destruction of classified documents;
- Provide information management support, ensuring proper posting of common documents (e.g. forms, manuals, procedures) to a common electronic files;

- Provide or backstop payroll and expense voucher support for Personal Services Contract employees;
- Provide backup support in other administrative operations support tasks such as travel, training, personnel support, correspondence control, records management, bullpen scheduling, and finance;
- Provide general administrative support to include helping with scheduling, following up on assigned tasks, taking notes at staff meetings (to include action points that will need to be tracked), and at other meetings as directed by the supervisor;
- Perform other administrative support duties as required.

#### SUPERVISORY RELATIONSHIP:

The Administrative Assistant will report to OTI's Washington-based Team Leader for the team to which he/she is assigned, or his/her designee, as well as to the Chief, Operations and Management Division.

#### SUPERVISORY CONTROLS:

The Supervisor will establish both general and specific work objectives. The employee and the supervisor together will develop deadlines, projects, and work to be accomplished. The incumbent is expected to take initiative, act independently, and manage his/her tasks with levels and extent of supervision required decreasing over time.

#### 10. PHYSICAL DEMANDS

The work is generally sedentary and does not pose undue physical demands.

#### 11. WORK ENVIRONMENT

The work is generally performed in an office environment, with no special safety and/or security precautions required.

- **12. START DATE:** Immediately, once necessary clearances are obtained.
- 13. POINT OF CONTACT: See Cover Letter.

## **EDUCATION/EXPERIENCE REQUIRED FOR THIS POSITION**

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

The Administrative Assistant must be an individual with sound judgment and excellent communication, interpersonal and analytical skills. The successful candidate must have a strong interest in administrative program support, and be able to accomplish a wide range of

assignments on short notice. The individual will be someone who is highly flexible and willing to work under conditions of ongoing change.

At a minimum applicants must have:

# At the GS-5 Administrative Assistant Level:

(1) Bachelor's degree and at least one (1) year previous work experience in areas related to the range of duties described in the above scope of work, with demonstrated increased responsibility;

## OR

Associate's Degree and two (2) years of work experience, of which at least one (1) year must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

## OR

High School Diploma with three (3) years of work experience, of which at least one (1) year must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

#### **AND**

- (2) Demonstrated knowledge of administrative concepts and practices and ability to apply and adapt that knowledge to a specific office setting;
- (3) Demonstrated organizational skills;
- (4) Demonstrated experience using Microsoft Office applications.

#### At the GS-7 Administrative Assistant Level:

(1) Bachelor's degree and two (2) years of work experience, of which at least two (2) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

#### OR

Associate's Degree and three (3) years of work experience, of which at least two (2) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

### OR

High School Diploma with four (4) years of work experience, of which at least two (2) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

#### **AND**

- (2) Demonstrated knowledge of administrative concepts and practices and ability to apply and adapt that knowledge to a specific office setting;
- (3) Demonstrated organizational skills;
- (4) Demonstrated experience using Microsoft Office applications.

## At the GS-9 Administrative Assistant Level:

(1) Bachelor's degree and three (3) years of work experience, of which at least three (3) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

## OR

Associate's Degree and four (4) years of work experience, of which at least three (3) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

## OR

High School Diploma with five (5) years of work experience, of which at least three (3) years must have been spent performing duties related to those described in the above scope of work, with demonstrated increased responsibility;

#### **AND**

- (2) Demonstrated knowledge of administrative concepts and practices and ability to apply and adapt that knowledge to a specific office setting;
- (3) Demonstrated organizational skills;
- (4) Demonstrated experience using Microsoft Office applications.

# **SELECTION FACTORS**

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

- Applicant is a U.S. Citizen;
- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements.

- Supplemental document specifically addressing how the candidate meets each of the Education/Experience requirements, AND each of the Evaluation Factors submitted;
- Ability to obtain a SECRET level security clearance (NOTE: Dual citizens may be asked to renounce second-country citizenship);
- Satisfactory verification of academic credentials.

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

## **EVALUATION FACTORS**

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

- Factor #1 Demonstrated customer service ethic in more than one office/job, and skill in establishing and maintaining effective relationships with a variety of groups and individuals;
- Factor #2 Excellent communication skills including writing, speaking, and organizational skills;
- Factor #3 Demonstrated ability to work well under pressure, while still paying great attention to detail, often with extremely short deadlines;
- Factor #4 Demonstrated ability/willingness to take on new tasks, often last minute, with minimal instruction researching solutions independently if necessary to complete tasks on time;
- Factor #5 Demonstrated experience in one or more of the following areas: finance, human resources, personnel support, travel support.

**BASIS OF RATING:** Applicants who clearly meet the Education/Experience Requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor responses. Those applicants determined to be competitively ranked may also be evaluated on interview performance and satisfactory professional reference checks. In the event that a candidate has fully demonstrated his/her qualifications and there are no other competitive applicants, OTI reserves the right to forego the interview process.

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

# The Applicant Rating System is as Follows:

Evaluation Factors have been assigned the following points:

Factor #1 - 20

Factor #2 – 15

Factor #3 – 15

Factor #4 – 10

Factor #5 – 10

Total Possible – 70 Points

Interview Performance – 30 points

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

### **Total Possible Points: 100**

The Evaluation Factors are worth 70 out of 100 points. Be sure to fully respond to each of the Evaluation Factors and include all relevant experience, training, and/or education in your responses. Sample Evaluation Factors are provided on the GlobalCorps website at <a href="https://www.globalcorps.com">www.globalcorps.com</a>.

The most qualified candidates may be interviewed and required to provide a writing sample. OTI will not pay for any expenses associated with the interviews. In the event that a candidate has fully demonstrated his/her qualifications and there are no other competitive applicants, OTI reserves the right to forego the interview process. Professional references and academic credentials will be evaluated for applicants being considered for selection.

#### **APPLYING:**

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

Qualified individuals are **required** to submit:

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

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

### 2. Supplemental document specifically addressing:

Each of the Education/Experience requirements shown in the solicitation.

Each of the five (5) Evaluation Factors shown in the solicitation.

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

Additional documents submitted will not be accepted.

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

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

## **DOCUMENT SUBMITTALS**

Via mail: GlobalCorps, 529 14th Street, NW, Suite 700, Washington, D.C. 20045

Via facsímile: (202) 403-3911 or (202) 403-3941

Via email: adminasst@globalcorps.com

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

**NOTE**: If a temporary or full secret security clearance is not obtained within four months after offer acceptance, the offer may be rescinded.

#### NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

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

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

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

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

## LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at:

http://www.usaid.gov/forms/ or at http://www.usa.gov/Topics/Reference-Shelf/forms.shtml

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

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

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

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to <a href="http://transition.usaid.gov/business/business\_opportunities/cib/subject.html#psc">http://transition.usaid.gov/business/business\_opportunities/cib/subject.html#psc</a> to determine which CIBs and AAPDs apply to this contract.

## AAPD 06-10 - PSC MEDICAL PAYMENT RESPONSIBILITY

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

# FAR 52.222-50 - COMBATING TRAFFICKING IN PERSONS

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

## **BENEFITS/ALLOWANCES:**

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

#### **BENEFITS:**

Employer's FICA Contribution Contribution toward Health & Life Insurance Pay Comparability Adjustment Annual Increase (pending a satisfactory performance evaluation)

Eligibility for Worker's Compensation Annual & Sick Leave

## ALLOWANCES (if Applicable).\*

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

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.

<sup>\*</sup> Standardized Regulations (Government Civilians Foreign Areas).

#### **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 16FAM 116 available at <a href="http://transition.usaid.gov/business/business\_opportunities/cib/pdf/aapd06\_10.pdf">http://transition.usaid.gov/business/business\_opportunities/cib/pdf/aapd06\_10.pdf</a>

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

- (b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."
- (c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).
- (d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:
- (1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;
- (2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and
- (3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.
- (e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible

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

- (f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.
- (g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.
- (h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.
- (i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

#### **ATTACHMENT 2**

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

(a) Definitions. As used in this clause—

"Coercion" means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

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

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

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

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

- (b) *Policy*. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
  - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.
- (c) Contractor requirements. The Contractor shall—
  - (1) Notify its employees of—
    - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
    - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
  - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the Contracting Officer immediately of—
  - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
  - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
  - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
  - (2) Requiring the Contractor to terminate a subcontract;
  - (3) Suspension of contract payments;
  - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
  - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
  - (6) Suspension or debarment.
- (f) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.
- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <a href="http://www.state.gov/g/tip">http://www.state.gov/g/tip</a>.