



## Request for Personal Service Contractor

### USAID Office of Program, Policy, and Management

Position Title: Administrative Specialist (Multiple Positions)  
Solicitation Number: SOL-OTI-13-000040  
Salary Level: GS-9 Equivalent: \$51,630 - \$67,114  
GS-11 Equivalent: \$62,467 - \$81,204  
Issuance Date: June 6, 2013  
Closing Date: June 20, 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 AMS Administrative 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. 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. 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 six (6) Evaluation Factors shown in the solicitation.

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**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: [amsadminspec@globalcorps.com](mailto:amsadminspec@globalcorps.com)  
Facsimile: (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: [amsadminspec@globalcorps.com](mailto:amsadminspec@globalcorps.com)  
Website: [www.globalcorps.com](http://www.globalcorps.com)  
Facsimile: (202) 403-3911 or (202) 403-3941

Sincerely,

Cristina Sylvia  
Contracting Officer

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

**1. SOLICITATION NO.:** SOL-OTI-13-000040

**2. ISSUANCE DATE:** June 6, 2013

**3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** June 20, 2013, 5:00 pm EDT

**4. POSITION TITLE:** Administrative Specialist

**5. MARKET VALUE:**

This position has been designated as a “ladder” position. The highest level of this position is a GS-11 equivalent level (\$62,467 - \$81,204); however, USAID intends to fill this position at the entry GS-9 equivalent level (\$51,630 - \$67,114), at Washington, D.C. locality pay. The actual salary of the successful candidate will be negotiated within the pay range of the GS-9 level depending on salary history. **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-9 equivalent grade, the candidate may have the opportunity for advancement to a GS-11 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 PSC 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:** Two years, with three one-year options

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

**8. STATEMENT OF WORK**

POSITION DESCRIPTION

BACKGROUND

This position is located within the Budget and Administrative Services Division, Office of Program, Policy and Management, Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA/PPM/BAMS). The team is charged with providing advisory, documentation and support services to aid in the achievement of strategic objectives as set forth by the Bureau, the Agency and the Congress. The incumbent of this position serves as an Administrative Specialist on the Administrative Services Team responsible for providing administrative support and guidance to staff focusing primarily on support for program funded staff in the Office of

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U.S. Foreign Disaster Assistance (OFDA), the Office of Transition Initiatives (OTI), and the Office of Food for Peace (FFP), in Washington and in the field (administration, logistics, human resources allocation, performance appraisals, security, information management, training and awards). This involves an in-depth knowledge of the goals and objectives of DCHA and the role of the PPM staff in ensuring that support services are well maintained to achieve those goals and objectives.

OFDA, OTI, and the emergency response side of FFP are operational contingency offices that must respond quickly and effectively and meet their program objectives and mandates. These offices retain several hundred high level professionals and experts under program funded U.S. personal services contracts (USPSCs) in Washington and the field. These professionals make up the vast majority of the OFDA, OTI, and FFP work force and are at the forefront in implementing and achieving their organizations' 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 13 of this solicitation.

For more information about OFDA, OTI, and FFP and their country programs, please see:

OTI: <http://www.usaid.gov/who-we-are/organization/bureaus/bureau-democracy-conflict-and-humanitarian-assistance/office-1>

OFDA: <http://www.usaid.gov/who-we-are/organization/bureaus/bureau-democracy-conflict-and-humanitarian-assistance/office-us>

FFP: <http://www.usaid.gov/who-we-are/organization/bureaus/bureau-democracy-conflict-and-humanitarian-assistance/office-food>

## INTRODUCTION

The Administrative Specialist will be based in Washington, DC, and will provide a range of administrative services in support of program-funded staff working with DCHA's Office of U.S. Foreign Disaster Assistance (OFDA), the Office of Transition Initiatives (OTI), and the Office of Food for Peace (FFP) in Washington and the field. The Administrative Specialist will work directly with Administrative Management Services (AMS), Office of Program, Policy and Management (PPM), Bureau for Democracy, Conflict and DCHA/PPM/AMS Team Leader or his/her designee.

## OBJECTIVE

The purpose of this solicitation is to hire an Administrative Specialist within the Office of Program, Policy and Management, Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA/PPM).

## 9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

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**DUTIES AND RESPONSIBILITIES**

The work of the Administrative Specialist requires teamwork, self-motivation, the exercise of discretion, judgment, strong customer service skills and the ability to work well under stress. The Administrative Specialist must prioritize and follow up on his or her own actions without prompting, while also assisting a busy team or division leader in logging incoming requests for actions that need to be followed up. As a member of a highly supportive, customer-service oriented 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 DCHA 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 building positive relationships with his or her team and with key stakeholders both in and outside of the Bureau. 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 incumbent is a strategic thinker, articulates innovative ideas, presents solutions, and is a positive role model for colleagues both in and outside of DCHA.

The Administrative Specialist will perform the following duties:

***At the GS-9 entry level:***

- After initial learning period, demonstrate an acquired knowledge on policies and procedures as relates to duties as assigned;
- Provide general administrative support for primarily program-funded staff such as: scheduling and facilitating meetings, drafting correspondence, recording meeting minutes, drafting and tracking memos, tracking and ensuring action items are followed up, notifying DCHA staff of important requirements and events, filing, correspondence control; and other administrative services as required;
- Assist in responding to requests for information and taskers regarding DCHA programs;
- Participate as an active team member, providing technical support as necessary;
- Assist in performing a variety of administrative support functions for primarily program funded staff in OFDA, OTI, and FFP. Ensure accuracy of information and provide administrative support by assembling and preparing charts, data, reports, and analyzing program budgetary and fiscal data;
- Provide personnel support for primarily program funded staff, including but not limited to building credential access, security clearances and revalidations, e-QIP system management and document processing, network account creation, facilities and property management, purchase card program activities (supply purchases), submitting personnel

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action requests; maintaining personnel lists and databases, and other personnel support duties as required;

- Provide backstop support/guidance on Human Resources matters involving leave administration, employee relations and employee development;
- Provide support and updated information to managers and employees on questions and requests related to the administrative services provided which may include, but not limited to, liaising with offices outside of DCHA;
- Serve as a contact person concerning administrative issues for primarily program funded staff in OFDA, OTI, and FFP. Coordinate closely between PPM/AMS and DCHA's three operational offices (OFDA, OTI, and FFP) on all issues related to administrative/human resources support of primarily program funded staff;
- Develop, interpret, and implement procedures and guidance for organizational services provided;
- After an initial learning period, provide orientation, training, and mentoring for new staff who have since on-boarded as delegated; communicate with supervisor to recognize good performance and communicate where performance needs to be improved;
- Perform other duties and activities assigned by supervisor as required for the successful completion of DCHA country programs.

### ***At the GS-11 level:***

- Serve as an expert on policies and procedures as relates to duties as assigned;
- Provide general administrative support for primarily program-funded staff such as: scheduling and facilitating meetings, drafting correspondence, recording meeting minutes, drafting and tracking memos, tracking and ensuring action items are followed up, notifying DCHA staff of important requirements and events, filing, correspondence control; and other administrative services as required;
- Assist in responding to requests for information and taskers regarding DCHA programs;
- Participate as an active team member, providing technical support as necessary;
- Perform a variety of administrative support functions for primarily program funded staff in OFDA, OTI, and FFP. Ensure accuracy of information and provide administrative support by assembling and preparing charts, data, reports, and analyzing program budgetary and fiscal data;
- Provide personnel support for primarily program funded staff, including but not limited to building credential access, security clearances and revalidations, e-QIP system

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management and document processing, network account creation, facilities and property management, purchase card program activities (supply purchases), submitting personnel action requests; maintaining personnel lists and databases, and other personnel support duties as required;

- Provide backstop support/guidance on Human Resources matters involving leave administration, employee relations and employee development;
- Provide support to managers and employees on questions and situations related to the administrative services provided which may include, but not limited to, liaising with offices outside of DCHA;
- Serve as a contact person concerning administrative issues for primarily program funded staff in OFDA, OTI, and FFP. Coordinate closely between PPM/AMS and DCHA's three operational offices (OFDA, OTI, and FFP) on all issues related to administrative/human resources support of primarily program funded staff;
- Develop, interpret, and implement procedures and guidance for organizational services provided;
- Provide orientation, training, and mentoring for new staff; communicate with supervisor to recognize good performance and communicate where performance needs to be improved;
- Perform other duties and activities assigned by supervisor as required for the successful completion of DCHA country programs.

### **SUPERVISORY RELATIONSHIP:**

The Administrative Specialist will take direction from and will report to the Team Leader of the Administrative Management Services (AMS), Office of Program, Policy and Management, Bureau for Democracy, Conflict and Humanitarian Assistance (DCHA/PPM/AMS), or his/her designee.

### **SUPERVISORY CONTROLS:**

The Supervisor will set overall 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 minimal supervision.

## **10. PHYSICAL DEMANDS**

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

## **11. WORK ENVIRONMENT**

Work is performed in an office setting. Overseas deployments are not required for this position.

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**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 Specialist must be an individual with sound judgment and excellent communication, interpersonal and analytical skills. The successful candidate must be service-oriented, have a strong interest in administrative support, and be able to accomplish a wide range of assignments on short notice. The individual will be someone who is flexible and willing to work under conditions of ongoing change.

**At the GS-9 level:**

- (1) A Bachelor's Degree with a minimum of **two (2) years** of progressively responsible work experience performing a range of administrative support duties similar to those outlined in the scope of work above.

**OR**

An Associate's Degree with a minimum of **three (3) years** of progressively responsible work experience performing a range of administrative support duties similar to those outlined in the scope of work above.

**OR**

A high school diploma with a minimum of **four (4) years** of progressively responsible work experience performing a range of administrative support duties similar to those outlined in the scope of work above.

**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 showing attention to detail;
- (4) Demonstrated proof reading skills;
- (5) Demonstrated experience using Gmail and Microsoft Office applications including Excel, Word, PowerPoint, and Access.

**At the GS-11 level:**



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- (1) A Bachelor's Degree with a minimum of **three (3) years** of progressively responsible work experience performing a range of administrative support duties similar to those outlined in the scope of work above.

**OR**

An Associate's Degree with a minimum of **four (4) years** of progressively responsible work experience performing a range of administrative support duties similar to those outlined in the scope of work above.

**OR**

A high school diploma with a minimum of **five (5) years** of progressively responsible work experience performing a range of administrative duties similar to those outlined in the scope of work above/

**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 showing attention to detail;
- (4) Demonstrated proof reading skills;
- (5) Demonstrated experience using Gmail and Microsoft Office applications including Excel, Word, PowerPoint, and Access.

### **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**

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(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 knowledge of administrative concepts and practices and ability to apply and adapt that knowledge to a specific office setting. Ability to apply sound, independent judgment in identifying management or administrative problems and proposing solutions to them. Applicants are encouraged to cite relevant examples of problem-solving in their application;
- Factor #2      Ability to effectively balance a wide variety of tasks and work independently under pressure, often with extremely short deadlines. Applicants are encouraged to cite relevant examples in their application;
- Factor #3      Demonstrated attention to detail and ability to conduct sound financial analysis, planning, tracking and scheduling. Applicants are encouraged to provide brief examples of past work and to describe unique approaches to analyses;
- Factor #4      Demonstrated ability to prioritize and follow up on one's own workload actions without prompting, while also being able to track and prioritize actions that need to be followed up by a team. Applicants are encouraged to cite relevant examples in their application;
- Factor #5      Demonstrated ability to speak and write clearly and concisely. Applications will be evaluated based on content as well as on the applicant's writing, presentation, and communication skills; and,
- Factor #6      Skill in establishing and maintaining effective relationships with a variety of groups and individuals, across organizational structures. Applicants are encouraged to cite relevant examples in their application.

**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.

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 – 15

Factor #2 – 15

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Factor #3 – 15  
Factor #4 – 15  
Factor #5 – 05  
Factor #6 – 05  
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 [www.globalcorps.com](http://www.globalcorps.com).

The most qualified candidates may be interviewed and required to provide a writing sample. PPM 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, PPM 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. This information should

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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 six (6) 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 facsimile:** (202) 403-3911 or (202) 403-3941

**Via email:** [amsadminspeg@globalcorps.com](mailto:amsadminspeg@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)

[https://acquisition.gov/far/current/html/52\\_200\\_206.html](https://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.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 [http://transition.usaid.gov/business/business\\_opportunities/cib/subject.html#psc](http://transition.usaid.gov/business/business_opportunities/cib/subject.html#psc) to determine which CIBs and AAPDs apply to this contract.

**AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY**

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

**FAR 52.222-50 – COMBATING TRAFFICKING IN PERSONS**

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

**BENEFITS/ALLOWANCES:**

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

**BENEFITS:**

Employer's FICA Contribution  
Contribution toward Health & Life Insurance  
Pay Comparability Adjustment  
Annual Increase (pending a satisfactory performance evaluation)  
Eligibility for Worker's Compensation  
Annual & Sick Leave

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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 16FAM 116 available at [http://transition.usaid.gov/business/business\\_opportunities/cib/pdf/aapd06\\_10.pdf](http://transition.usaid.gov/business/business_opportunities/cib/pdf/aapd06_10.pdf)

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

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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).



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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—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

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- (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>.