Request for Personal Services Contractor

USAID Office of Transition Initiatives

Position Title:	OTI Deputy Country Representative - Niger
Solicitation Number:	SOL-OTI-15-000043
Salary Level:	GS-13 Equivalent: $73,115 - $95,048
Issuance Date:	July 21, 2015
Closing Date:	August 4, 2015
Closing Time:	5:00 P.M. Eastern Time

Dear Prospective Applicants:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to provide personal services as a Deputy Country Representative – Niger 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 explicit 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 explicit information to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing:
Each of the three (3) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

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 or emailed to:

Office of Transition Initiatives
529 14th Street, NW, Suite 807
Washington, DC 20045
E-Mail Address: OTIjobs@usaid.gov

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:

OTI Recruitment Team
Telephone Number: (202) 706-6100
E-Mail Address: OTIjobs@usaid.gov
Website: www.OTIjobs.net

Sincerely,

Cristina Sylvia
Contracting Officer

Solicitation for a USPSC OTI Deputy Country Representative - Niger
SOL-OTI-15-000043

Solicitation for U.S. Personal Services Contractor (PSC) OTI Deputy Country Representative - Niger

1. **SOLICITATION NO.:** SOL-OTI-15-000043

2. **ISSUANCE DATE:** July 21, 2015

3. **CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** August 4, 2015 5:00 pm Eastern Time

4. **POSITION TITLE:** OTI Deputy Country Representative - Niger

5. MARKET VALUE: This position has been designated at the GS-13 equivalent level, non-locality pay ($73,115 - $95,048 per annum). Final compensation will be negotiated within the listed market value based upon qualifications, previous relevant experience and work history, salary and educational background. **Salaries over and above the pay range will not be entertained or negotiated.**

6. **PERIOD OF PERFORMANCE:** One year, with four one-year option periods.

7. **PLACE OF PERFORMANCE:** Niger

8. **STATEMENT OF WORK**

POSITION DESCRIPTION

BACKGROUND

USAID's Office of Transition Initiatives (OTI) is seeking highly motivated, highly qualified individuals who want the opportunity to help support rapid international transition programs for priority conflict-prone countries. Created in 1994 as a distinct operating unit within USAID, OTI helps local partners advance peace and democracy in politically-transitioning countries. In support of U.S. foreign policy, OTI seizes emerging windows of opportunity in the political landscape to promote stability, peace, and democracy by catalyzing local initiatives through adaptive and agile programming.

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 office'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 12 of this solicitation.

For more information about OTI and its country programs please see:
http://www.usaid.gov/political-transition-initiatives

INTRODUCTION

OTI's Niger program seeks to further U.S. foreign policy objectives in Niger through support that targets drivers of instability in Niger and the region. Drivers may include, but are not limited to, political and economic exclusion, particularly among youth and marginalized groups, reintegration of returned workers and ex-combatants, the presence of extremist organizations, lack of state presence and/or good governance coupled with a lack of opportunities for political participation. OTI is addressing these critical issues through a flexible, small-grants mechanism that tailors approaches to the varied needs of communities in Niger. The program may utilize both "soft" (e.g. cultural and recreational activities, media and strategic communications) and "hard" (e.g. small-scale infrastructure) activities to strengthen linkages between communities, local actors, and the Nigerien government and to increase community cohesion. The program may also support national level activities, such as elections in 2016 or other emerging transition needs.

The Deputy Country Representative for Niger is a member of the Democracy, Conflict, and Humanitarian Assistance (DCHA)/OTI Africa Regional Team, and reports to the OTI Country Representative in Niger. The Deputy Country Representative's principal responsibility will be the development, oversight and management of DCHA/OTI's Niger country program and is expected to work closely with the implementing partner on grant development. The incumbent will be called upon to represent OTI's mission and programs to senior-level government officials, in-country visitors, senior officials from other international organizations, bilateral donors and local government officials.

This post is a middle management position requiring excellent managerial and communication skills, an ability to perform in a complex and highly sensitive political environment, experience in policy formulation and negotiation at the highest levels (government and non-government organizations), and a strong interest in assisting countries in transition. The candidate must be mature, self-reliant, a team player, a problem-solver, and able to manage a diverse portfolio of grants. The Deputy Country Representative should have extensive management experience (both project and personnel) and understand the basics of grantee and contractor/USAID relationships.

The candidate should be able to communicate effectively with grassroots organizations and their constituencies, national and local government officials, U.S. Government agencies, and clerics or other religious leaders. Since work may require continued changes in program direction and implementation, including frequent coordination, the individual will be someone who is highly flexible and willing to work under conditions of ongoing change.

Familiarity with a wide range of issues is necessary, including community development, mediation/arbitration, conflict resolution, democracy/governance and human rights. Knowledge and understanding of the sub-region is also desirable. Prior work experience with U.S. Government agencies or managing program operations in civil conflicts is preferred. Proficiency in French is not required, but is highly preferred. The successful candidate with possess excellent political analysis and reporting skills and the ability to operate with a high degree of autonomy, responsibility and authority in a highly stressful environment while exercising sound judgment in politically charged and challenging security environments.

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The work of the Deputy Country Representative 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 of 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 able to prioritize and complete tasks without follow-up by the supervisor, while also filling in gaps as needed to ensure the responsiveness of the team. The Deputy Country Representative 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 supervision of the DCHA/OTI Country Representative or his/her designee, the Deputy Country Representative will perform the following duties:

- Represent OTI interests during meetings with USAID Mission personnel, U.S. Embassy staff, host-country government officials, international organizations, indigenous and international non-governmental organizations (NGOs), international donors, and others interested in DCHA/OTI activities;

- Provide continued guidance on the identification and development of projects that meet OTI funding criteria, further OTI programmatic objectives, and complement other projects and programs implemented by other OTI offices, U.S. Government agencies and donor organizations;

- As requested by embassies or USAID Missions, provide support for the design and execution of programs that follow OTI's quick-impact programming model. Support to embassies and USAID Missions may include attendance and/or facilitation of program management processes for follow-on programming including rolling assessments, strategy review sessions, program performance reviews, and management reviews;

- Evaluate proposals and grant concepts and work with diverse groups, many of which have not previously had international funding;

- Assist the Country Representative in monitoring the performance of OTI implementing partners in the implementation of OTI-financed activities designed to achieve OTI strategic objectives;

- Travel to monitor and assess political conditions, implementing partner operational platforms, meet with potential grantees, host government and other program counterparts, and develop activity ideas;

- Mentor and train OTI and implementing partner field staff as required;

- Take the lead on collecting information and drafting/editing regular reporting products;

- When required, assume higher representational responsibilities, potentially serving as Acting OTI Country Representative in his/her absence;

- Perform a wide range of administrative functions including budget preparation, financial management, records management, and travel assistance, to help ensure programmatic success;

- Coordinate with the OTI Country Representative to develop an exit strategy that ensures reasonable time to transition from OTI programs to follow-on USAID or other donor programs;

- Communicate regularly and share program information with other USAID project managers, the U.S. Embassy, bilateral donors, United Nations organizations, international organizations, and indigenous and international NGOs to ensure visibility and synergy of USAID/OTI activities;

- Support the Country Representative to ensure the use of OTI systems and procedures to maintain effective and efficient management of funds, programming, and monitoring and evaluation;

- When required, report to the OTI Country Representative and OTI/Washington on the status of: 1) grant development and implementation, 2) OTI contractor performance, 3) Foreign Service National (FSN) staff support needs and morale, 4) communication and coordination issues among OTI offices with other U.S. Government entities, 5) security

concerns, 6) relations with local partners including local, state and national government representatives, and 7) other pertinent information required to achieve OTI's program objectives;

- Assist the Country Representative in managing and/or supervising the FSN staff, including program officers, administrative assistants and drivers;

- Supervise staff as delegated by the Country Representative (e.g. Program Managers, Program Assistants, Administrative Program Assistants, etc.). Provide orientation, training, and mentoring for staff supervised; assign work, explain how duties are to be performed to meet expectations, and communicate how the successful performance of those duties will be measured; evaluate staff performance; recognize good performance; communicate where performance needs to be improved; resolve complaints; and approve leave requests and timesheets as well as training, travel, program and operations requests;

- Perform other duties as determined by the supervisor or OTI Regional Team Leader to ensure successful OTI program implementation.

SUPERVISORY RELATIONSHIP:
The Deputy Country Representative will be supervised by the OTI Country Representative or his/her designee in the country of assignment. The incumbent is expected to take initiative, act independently, and manage his/her tasks with minimal supervision. Though this is a senior field-based position, the incumbent is expected to actively and proactively collaborate with OTI/Washington leadership, and to fully utilize, embrace, and become an expert on OTI systems and processes. Failure to adequately perform the scope of work above and/or failure to take direction from the supervisor may result in corrective actions, including denial of step or grade increases, extension of contract probationary periods, performance improvement plans, and/or termination for the convenience of USAID/OTI.

SUPERVISORY CONTROLS:
The supervisor will set overall objectives and resources available, and work with the employee to develop deadlines, projects, and work to be accomplished. The employee will be responsible for planning and carrying out assignments, resolving most conflicts, coordinating with others, and interpreting policy in terms of established objectives. Keeping the supervisor informed of progress, the employee may determine the approach to be taken and the methodology to be used. The supervisor will review completed work from an overall standpoint of feasibility, compatibility with other work, or effectiveness in meeting requirements.

10. PHYSICAL DEMANDS

While in Niger, the work is generally sedentary and does not pose undue physical demands. However, the position also requires travel throughout the country of assignment, which may involve some additional physical exertion including long periods of standing, walking over rough terrain, or carrying of moderately heavy items (less than 50 pounds).

11. WORK ENVIRONMENT

While in Niger, the work is primarily performed in an office setting. However, the position also requires travel throughout the country of assignment, which may additionally involve special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions.

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 the education and experience factors are considered NOT qualified for the position. **See detailed instructions for demonstrating Education/Experience under "Applying"**)

At a **minimum**, the applicant must have:

(1) A Master's Degree with **five (5) years** of work experience;

OR

A Bachelor's Degree with **seven (7) years** of work experience;

AND

(2) **Five (5) years** of project management experience with a U.S. Government foreign affairs agency, international assistance organization, or non-governmental organization in community development, economic development, mediation/arbitration, conflict resolution, democracy and governance, international law, human rights activities, and/or political analysis;

(3) **One (1) year** of overseas field experience working in a developing country, of which **six (6) months** must include experience working in one or more countries undergoing political transition;

(4) **Six (6) months** of supervisory experience (including mentoring, guiding, and training staff).

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 Evaluation Factors submitted;
- Ability to obtain a SECRET level security clearance **(NOTE: Dual citizens may be asked to renounce second-country citizenship)**;
- Ability to obtain a Department of State medical clearance;
- Satisfactory verification of academic credentials.

A USAID Secret level security clearance and Department of State medical clearance iare required prior to issuance of the contract for this position.

NOTE: If a full security investigation package is not submitted by the selected within 30 days after it is requested, the offer may be rescinded. If a security clearance is not able to be obtained within four months after the selected submits the initial security clearance documentation, the offer may be rescinded.

NOTE: The selected must obtain Department of State medical clearance within four months after offer acceptance. If medical clearance is not obtained within this period, the offer may be rescinded.

Due to anticipated program needs, individuals should be able to travel to post within 60 days after a contract is awarded.

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.)

Applicants should cite specific, illustrative examples for each factor. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

Factor #1 Demonstrated experience in the design and management of post-conflict, political transition, and/or emergency operation programs in challenging environments overseas

Factor #2 Demonstrated experience in contract and grant management, including overseeing and monitoring a non-Federal organization implementing an assistance activity under a Federal contract, grant, or cooperative agreement.

Factor #3 Demonstrated experience operating in a professional setting using the French language.

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. 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 – 30
Factor #2 – 30
Factor #3 – 10
Total Possible – 70 Points

Interview Performance – 30 points

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

Total Possible Points: 100

The most qualified candidates may be interviewed, required to provide a writing sample, and demonstrate an ability to operate commonly used office applications. OTI will not pay for any expenses associated with the interviews. In addition, applications (written materials and interviews) will be evaluated based on content as well as on the applicant's writing, presentation, and communication skills. 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 explicit 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 three (3) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

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: Office of Transition Initiatives, 529 14th St. NW, Suite 807, Washington, DC 20045
Via email: OTIjobs@usaid.gov

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

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

LIST OF REQUIRED FORMS FOR PSCs

Forms outlined below can found at: http://www.usa.gov/Topics/Reference-Shelf/forms.shtml or at http://www.usaid.gov/forms/

1. Federal Employment Application (OF-612).
2. Declaration for Federal Employment (OF-306).
3. Medical History and Examination Form (DS-6561).
4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or 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.

BENEFITS/ALLOWANCES:

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

BENEFITS:

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

ALLOWANCES (if Applicable).*

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

* Standardized Regulations (Government Civilians Foreign Areas).

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

ALL QUALIFIED APPLICANTS WILL BE CONSIDERED REGARDLESS OF AGE, RACE, COLOR, SEX, CREED, NATIONAL ORIGIN, LAWFUL POLITICAL AFFILIATION, NON-DISQUALIFYING DISABILITY, MARITAL STATUS, SEXUAL ORIENTATION, AFFILIATION WITH AN EMPLOYEE ORGANIZATION, OR OTHER NON-MERIT FACTOR.

ATTACHMENT 1

ACQUISITION & ASSISTANCE POLICY DIRECTIVE (AAPD) NO. 06-10
PSC MEDICAL EXPENSE PAYMENT RESPONSIBILITY

General Provision 22, MEDICAL EXPENSE PAYMENT RESPONSIBILITY
(OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 available at http://www.state.gov/m/a/dir/regs/fam/16fam/index.htm

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

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."

(c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).

(d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:

(1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;

(2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and

(3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.

(e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS-3067, provided that the FSMP or Post Medical Advisor (PMA) is notified as soon as possible

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

(f) If the contractor or eligible family member is not covered by primary health insurance, the contractor is the primary payer for the total amount of medical costs incurred. In the event of a medical emergency, the Medical and Health Program may authorize issuance of Form DS-3067, Authorization for Medical Services for Employees and/or Dependents, to secure admission to a hospital located abroad for the uninsured contractor or eligible family member. In that case, the contractor will be required to reimburse USAID in full for funds advanced by USAID pursuant to the issuance of the authorization. The contractor may reimburse USAID directly or USAID may offset the cost from the contractor's invoice payments under this contract, any other contract the individual has with the U.S. Government, or through any other available debt collection mechanism.

(g) When USAID pays medical expenses (e.g., pursuant to Form DS-3067, Authorization for Medical Services for Employees and/or Dependents), repayment must be made to USAID either by insurance payment or directly by the contractor, except for the amount of such expenses USAID is obligated to pay under this provision. The Contracting Officer will determine the repayment amount in accordance with the terms of this provision and the policies and procedures for employees contained in 16 FAM 521. When USAID pays the medical expenses, including medical travel costs (see section (e) above), of an individual (either the contractor or an eligible family member) who is covered by insurance, that individual promptly must claim his or her benefits under any applicable insurance policy or policies. As soon as the individual receives the insurance payment, the contractor must reimburse USAID for the full amount that USAID paid on the individual's behalf or the repayment amount determined by the Contracting Officer in accordance with this paragraph, whichever is less. If an individual is not covered by insurance, the contractor must reimburse USAID for the entire amount of all medical expenses and any travel costs the contractor receives from his/her medevac provider.

(h) In the event that the contractor or eligible family member fails to recover insurance payments or transfer the amount of such payments to USAID within 90 days, USAID will take appropriate action to collect the payments due, unless such failure is for reasons beyond the control of the USPSC/dependent.

(i) Before departing post or terminating the contract, the contractor must settle all medical expense and medical travel costs. If the contractor is insured, he or she must provide proof to the Contracting Officer that those insurance claims have been submitted to the insurance carrier(s) and sign a repayment agreement to repay to USAID any amounts paid by the insurance carrier(s).

ATTACHMENT 2

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

(a) *Definitions*. As used in this clause—

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

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

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

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

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

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

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

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

(2) Procure commercial sex acts during the period of performance of the contract; or
(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements*. The Contractor shall—
(1) Notify its employees of—
(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.