Request for Personal Services Contractor
USAID Office of Transition Initiatives

Position Title:	Contract Specialist
Solicitation Number:	SOL-OAA-16-000066
Salary Level:	GS-11/12 Ladder Equivalent: GS-11 - $64,650 - $84,044 GS-12 - $77,490 - $100,736
Issuance Date:	03/09/2016
Closing Date:	03/23/2016
Closing Time:	5:00 P.M. Eastern Daylight 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 Contract 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 five (5) 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 (EF) are worth 60 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:

U.S. Agency for International Development
Office of Acquisition and Assistance
301 4th Street, SW – SA-44 (Federal Center Plaza)
Washington, DC 20046
e-Mail Address: adowning@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:

Amanda Downing
e-Mail Address: adowning@usaid.gov
Facsimile : (202) 567-4165

Sincerely,

Cristina Sylvia
Contracting Officer
M/OAA/DCHA/OTI

Solicitation for U.S. Personal Services Contractor (PSC) Contract Specialist

1. **SOLICITATION NO.:** SOL-OAA-16-000066

2. **ISSUANCE DATE**: March 9, 2016

3. **CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS**: March 23, 2016, 5:00 pm Eastern Daylight Savings Time

4. **POSITION TITLE**: Contract Specialist

5. **MARKET VALUE**: The entry grade level of this position will be the equivalent of a GS-11, with locality pay. The actual salary of the successful candidate will be negotiated within the daily pay range depending on qualifications, salary and work history, experience and educational background. Salaries over and above the top of the pay range will not be entertained or negotiated. Candidates who live outside the Washington, D.C. area will be considered for employment but no relocation expenses will be reimbursed. The highest level of this position is GS-12.

This position, for a U.S. Personal Services Contractor (PSC) Contract Specialist has been designated as a "ladder" position, starting at the entry level GS-11 salary range level (salary range: $64,650 - $84, 044), depending on the qualifications of the applicant. After 12 months of performance at the GS-11 equivalent level, the PSC may be considered for promotion to the GS-12 level subject to completion of the annual performance evaluation by the supervisor. To be eligible for promotion to this level, the PSC must receive at least an "Excellent' performance rating in the annual performance evaluation. The employee must also meet the minimum qualifications requirements for the higher grade.

The supervisor must provide a copy of the annual performance evaluation to the Contracting Officer before the end of each contract year, which will be included in the official award file. The Contracting Officer will award a modification to formalize any change in position/statement of work and salary increase, as well as to provide any incremental funding required.

6. **PERIOD OF PERFORMANCE:** One Base Year, with two one-year option periods.

7. **PLACE OF PERFORMANCE:** Washington, DC

8. **STATEMENT OF WORK**

POSITION DESCRIPTION

BACKGROUND

The U. S. Agency for International Development (USAID) is an independent Federal agency which manages the U.S. Government's foreign assistance program, providing assistance for developing countries around the world in the areas of economic growth and trade, agriculture and the environment, education and training, democracy and governance, reconstruction and stabilization, global health, global partnerships and humanitarian assistance.

Within USAID, the Office of Acquisition and Assistance (OAA) oversees the solicitation, selection, award and administration of contracts, grants and cooperative agreements in support of the agency's development assistance objectives. Procurement actions may involve the private or the public sectors, international organizations, non-government and private voluntary organizations, educational institutions, and host country organizations (both private and public sector). Because of the unique aspect of implementing procurement actions in an overseas context, USAID has implemented a supplement to the Federal Acquisition Regulations (FAR), the AID Acquisition Regulations (AIDAR). In the course of a year, total procurement actions (both acquisition and assistance) may exceed $11 billion.

The Washington headquarters Office of Acquisition and Assistance deals with both domestic and non-domestic (foreign and international) procurement actions, requiring the ability to recognize and understand a broad spectrum of very different cultures, and to accommodate contractual requirements to very different implementing environments, reconciling Federal procurement policies and procedures with host country policies and procedures, usually in highly visible and complex countries, and often involving coordination among numerous donor countries and organizations.

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 personal services contracts (PSCs). 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.

OBJECTIVE

To hire a Contract Specialist who will assist the Office of Acquisition and Assistance Contracting Officer(s).

9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY

DUTIES AND RESPONSIBILITIES

The incumbent serves as a Contract Specialist working on actions for the Office of Transition Initiatives, Bureau of Democracy, Conflict, and Humanitarian Assistance (DCHA/OTI), working in the in the Management Bureau, Office of Acquisition Assistance (M/OAA). The employee is responsible for functions involving highly complex negotiated procurements of significant importance to the Agency. Requirements of the contracts, grants, cooperative agreements, inter-agency agreements are typically highly specialized and involve complex systems or sensitive international programs.

The Contract Specialist is expected to demonstrate significant knowledge of the basic principles of procurement, an ability to conduct research and analysis of a broad spectrum of assistance activities, and an ability to communicate well with a wide variety of potential and actual bidders in the procurement process. This is a key position in a busy office which responds rapidly to crisis situations. For M/OAA to support DCHA/OTI in implementing its rapid response strategy, it is essential that DCHA/OTI prompt procurement support is provided. 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 tasks with minimal guidance.

Duties and Responsibilities - GS-11

Under the direct supervision of the Washington-based M/OAA/DCHA/OTI Team Leader or his/her designee, the Contract Specialist will:

- Assist technical offices in the drafting of solicitation language, to ensure compliance with agency acquisition and assistance policies, regulations and procedures, reviewing draft scopes or work to ensure that performance requirements are clearly stated and contractible;

- Assist OAA staff with the preparation and publication of solicitation documents, ensuring that Federal requirements for competition have been adequately addressed; schedule publication/dissemination of solicitation announcements as needed; monitor receipt of bids submitted in response to solicitations; assist in the preparation of documents associated with the

technical evaluation of proposals received;

- Assist OAA staff in the preparation of the total procurement package, ensuring that all relevant documentation is completely properly and in a timely manner;

- Advise program officials on acquisition and assistance instruments available for use in implementation of development assistance activities, assisting in the identification of the instrument most appropriate to the specific program objective being addressed;

- Following award of the procurement action, develop schedules for oversight and administration of the award; identify reporting requirements and monitor compliance with reporting requirements; advise OAA staff of issues stemming from noncompliance with contract terms and/or deadlines;

- Upon selection of the successful bidder, assist OAA staff in the conduct of the research and analysis needed to initiate negotiations, including detailed analysis of cost proposals, evaluation of proposed key personnel, and assessment of the viability of proposed schedules and milestones;

- Establish close coordination with the COR/AOR/supervisor on assigned actions; respond to questions from these officials as needed, conferring with the CO/AO as needed;

- Draft procurement documents as requested, including contracts, grants and cooperative agreements, and amendments or terminations thereto;

- Support negotiations of the OAA principle officer (contracting officer, grants officer, etc.), resolving issues independently to the maximum extent possible;

- Perform other Contract Specialist duties as required.

Duties and Responsibilities – **GS-12**

At the GS-12 level, the incumbent will perform all of the duties of the GS-11 level, with less supervision:

- Assist technical offices in the drafting of solicitation language, to ensure compliance with agency acquisition and assistance policies, regulations and procedures, reviewing draft scopes or work to ensure that performance requirements are clearly stated and contractible;

- Assist OAA staff with the preparation and publication of solicitation documents, ensuring that Federal requirements for competition have been adequately addressed; schedules publication/dissemination of solicitation announcements as needed; monitor receipt of bids submitted in response to solicitations; assist in the preparation of documents associated with the technical evaluation of proposals received;

- Assist OAA staff in the preparation of the total procurement package, ensuring that all relevant documentation is completely properly and in a timely manner;

- Advise program officials on acquisition and assistance instruments available for use in implementation of development assistance activities, assisting in the identification of the instrument most appropriate to the specific program objective being addressed;

- Following award of the procurement action, develop schedules for oversight and administration of the award; identify reporting requirements and monitors compliance with reporting requirements; advise OAA staff of issues stemming from noncompliance with contract terms and/or deadlines;

- Upon selection of the successful bidder, assist OAA staff in the conduct of the research and analysis needed to initiate negotiations, including detailed analysis of cost proposals, evaluation of proposed key personnel, and assessment of the viability of proposed schedules and milestones;

- Establish close coordination with the COTR/AOTR/supervisor on assigned actions; respond to questions from these officials as needed, conferring with the CO/AO as needed;

- Draft procurement documents as requested, including contracts, grants and cooperative agreements, and amendments or terminations thereto;

- Support negotiations on behalf of the OAA principle officer (contracting officer, grants officer, etc.), resolving issues independently to the maximum extent possible;

- Perform other Contract Specialist duties as required.

SUPERVISORY AND COLLABORATIVE RELATIONSHIPS

The Contract Specialist will be supervised by the Supervisory Contracting Officer, M/OAA/DCHA/OTI 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 tasks with minimal supervision.

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

In order to be considered for the position a candidate must meet the Minimum Qualifications listed below. Applicants are encouraged to write a brief appendix to their resume and the OF-612 to demonstrate how prior experience and/or training address each of these factors. (Note that this position starts at the GS-11 level, and may progress to the GS-12 level after 24 months upon receiving an excellent performance review):

At the GS-11 level, the applicant must, at a minimum, have:

- Bachelor's degree OR successful completion of at least 24 semester (36 quarter) hours in any combination of the following fields: accounting, business, finance, law, contracts, purchasing, economic, industrial management, marketing, quantitative methods, or organization and management.
- At least 1 year previous work experience directly related to contracting work, such as issuing or responding to solicitations for cost reimbursement or time and materials contracts, negotiating cost/price, terms or other elements of such contracts.
- Demonstrated organizational skills showing attention to detail.
- Demonstrated experience using Microsoft Office applications including Excel, Word, Google Chrome.

At the GS-12 level, the applicant must, at a minimum, have:

- Bachelor's degree OR successful completion of at least 24 semester (36 quarter) hours in any combination of the following fields: accounting, business, finance, law, contracts, purchasing, economic, industrial management, marketing, quantitative methods, or organization and management.
- At least 2 year previous work experience directly related to contracting work, such as issuing or responding to solicitations for cost reimbursement or time and materials contracts, negotiating cost/price, terms or other elements of such contracts.
- Demonstrated organizational skills showing attention to detail.
- Demonstrated experience using Microsoft Office applications including Excel, Word, Google Doc, ASSIST and other upgraded systems.

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 and hand-signed federal form OF-612 submitted **(see detailed instructions under "Applying");**
- Supplemental document specifically addressing how the candidate meets each of the Education/Experience requirements, AND each of the Evaluation Factors submitted;
- Satisfactory verification of academic credentials.

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 ethnic in more than one office/job, and skill in establishing and maintaining effective relationships with a variety of groups and individuals;

Factor#2 Excellent Communications 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 instructions – researching solutions independently if necessary to complete task on time; and

Factor #5 Current U.S. Government security clearance.

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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, OAA reserves the right to forego the interview process.

Applicants are required to address each of the Evaluation Factors on a separate sheet describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to 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 #1 – 15

Factor #1 – 10

Factor #1 – 10

Factor #1 – 10

Total Possible - 60 Points

Interview Performance - 40 points

Satisfactory Professional Reference Checks – Pass/Fail. Although no points are assigned to reference checks, such checks will be conducted for selected candidates on a pass/fail basis.

Total Possible Points: 100

The Evaluation Factors are worth 60 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.

APPLYING:

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

Only qualified individuals can 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 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 five (5) 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 60 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.

NOTE: 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: U.S. Agency for International Development, Office of Acquisition and Assistance, 301 4th Street, SW, Room 518-F (SA-44), Washington, D.C. 20046
Via email: adowning@usaid.gov
Via facsímile: (202) 567-4165

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.