



SOLICITATION NUMBER: 720MMS19R00001
ISSUANCE DATE: May 1, 2019
CLOSING DATE/TIME: June 14, 2019, 12:00 PM Eastern Time

SUBJECT: Solicitation for U.S. Personal Services Contractor (USPSC) Executive Officer (EXO) (Multiple Positions)

Dear Prospective Offers:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking applications from qualified U.S. citizens to work overseas as a Executive Officer (EXO), as described in the attached solicitation.

The Rapid Staff Support Services (RS3) is hiring Executive Officer (EXO) under a United States Personal Services Contract (USPSC) on intermittent contracts providing support when circumstances in a country necessitate an increase in staffing or additional specialized skills. The USPSCs will be a part of RS3's "Firehouse" and those serving in the Firehouse must be prepared to work abroad in USAID missions, often with little time for preparations. RS3 intends to contract for these services for a minimum activation of 90 workdays to a maximum activation of 250 workdays during each contract year. Duration of deployments can be from two months to almost a full year (not to exceed 250 days).

Submissions 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. A complete resume must include all the following:

- (a) All full time paid positions, stating job titles, location(s), hours per week, and dates held (month/year), for each position (in US and overseas.) **Unless stated otherwise, part-time hours will be prorated at 20 hours worked per week. Unpaid, part-time and any experience that does not include dates (month/year) and locations will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone and email) for all supervisors within the last 5 years.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
- (e) Must be a U.S. Citizen.

2. Application form AID 309-2. Applicants are required to **complete, sign and date the form.** The **AID 309-2** form can be found at: <http://www.usaid.gov/forms>. Unsigned application forms and/or late applications will be rejected.

Applicants can expect to receive a confirmation email when application materials have been received. Applicants **must e-mail their complete resume and application forms to:**

E-Mail Address: RS3Recruitment@usaid.gov

By submitting application materials, applicants certify that all the information in application is true and made in good faith. Applicants agree to allow all information provided in their application to be investigated. False or fraudulent information provided in the application shall result in an applicant's elimination from this competition or if discovered after award, shall be terminated, and may be punished by Applicable laws.

Applicants must reference the solicitation number in their applications, and all emails related to this solicitation.

Any questions on this solicitation may be directed to RS3 Recruitment Team via the e-mail address above.

Sincerely,

Benjamin Duodu

Contracting Officer

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

I. GENERAL INFORMATION

1. **SOLICITATION NO.:** 720MMS19R00001
2. **ISSUANCE DATE:** May 1, 2019
3. **CLOSING DATE/TIME FOR RECEIPT OF OFFERS:** June 14, 2019, 12:00 PM Eastern Time
4. **POSITION TITLE:** Executive Officers
5. **MARKET VALUE:** This position has been designated as a GS-15 equivalent level (\$408.64 - \$531.20) daily rate, non-locality pay. Final compensation will be negotiated within the listed market value, based upon the offeror's qualifications, previous relevant experience, past salary, work history and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**
6. **PERIOD OF PERFORMANCE:** Intermittent - Base (one year), with four (4) one-year options

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

The purpose of this contract is to establish an employee/employer relationship with the contractor to perform services overseas on a temporary, on-call basis as part of the Bureau for Management/ Management Services/ Overseas Management Division - Rapid Staff Support Services (RS3) "Firehouse." RS3 intends to contract for these services for a minimum activation of 90 workdays to a maximum activation of 250 workdays during each contract year (consecutive days not required).

The M Bureau will determine country assignments. As an intermittent USPSC, the contractor will deploy for assignments on a sporadic basis over the course of each contract year. There is no obligation by RS3 to provide assignments for a minimum number of days; and the contractor can provide "blackout" dates during which he/she will not be available to accept assignments as long as the contractor works a minimum of 90 days each contract year (consecutive days are not required). The blackout dates will be subject to approval by the RS3 supervisor, based on the needs in the field.

Upon identification of a temporary need and scope of work for an assignment in the field, RS3 will contact the contractor and provide the following information:

1. Date contractor is needed for the field assignment
2. Duration of Assignment
3. Place of Performance

The contractor will notify RS3 whether he/she is available for the assignment within one week. At the time the contractor accepts the assignment, he/she is expected to commit for the duration of the assignment. While the contractor will be required to commit to a certain time period, it is understood that the exigencies of a crisis may require the assignment to be curtailed or extended (not to exceed 250 days per year). The contractor shall notify RS3 at the time of commitment if his or her existing schedule would preclude an extension. Notification of schedule conflicts shall not necessarily disqualify the contractor from the assignment, but will simply assist RS3 in recruiting a replacement. However, if a contractor is not available for the minimum number of work assignments offered during a contract year (a minimum of 90 days, consecutive days are not required), or performance reviews are rated unsuccessful, RS3 may choose not to exercise the option years of the PSC's contract, thus terminating their contract after the first year. Subsequently, if unforeseen circumstances arise, and the contractor needs to curtail the assignment and leave post, the contractor must receive approval from RS3 and the Mission prior to departure.

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

7. PLACE OF PERFORMANCE: Overseas

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

8. SECURITY LEVEL REQUIRED: Secret Clearance

9. STATEMENT OF DUTIES

General Statement of Purpose of the Contract

The Rapid Staff Support Services (RS3), which is a staff services support function embedded in the Bureau for Management, Office of Management Services, Overseas Management Division, (M/MS/OMD), is hiring Executive Officers, (EXOs) who will be U.S. Personal Services Contractors (USPSCs) on intermittent contracts; providing rapid response to urgent demands, additional specialized skills, or requests for services that cannot otherwise be accomplished in a country where personnel have been displaced due to security issues, or where there has been a surge of activity that exceeds the capacity of that Mission's personnel. The USPSCs will be a part of RS3's "Firehouse" and those serving in the Firehouse must be prepared to work abroad in USAID missions and embassies, often with little time for preparations.

RS3 intermittent USPSCs are expected to deploy a minimum of 45 workdays per contract year to remain active RS3 Firehouse members. Deployments can be for any period of time from 2 months to almost a full year (not to exceed 250 days). RS3 is seeking highly motivated, highly qualified individuals with the desire to help support USAID missions abroad when faced with a natural disaster, political instability or turmoil, internal conflict or otherwise in need of surge support due to some unforeseen circumstances.

Created in 2008, RS3 (formerly referred to as Crisis Surge Support Staff – CS3) has provided specialized, surge and crisis staffing to USAID Missions throughout the world with a full range of specialized expertise.

Since its inception, this office has provided over 20,000 days of mission support in deployments to countries such as Burundi, Haiti, Libya, Mozambique, Rwanda, Kyrgyzstan, Sri Lanka, Burma, Honduras, Somalia, South Sudan, and Democratic Republic of Congo. As a member of RS3's team of responders, the USPSC EXOs would be available at short notice to provide medium to long-term management and leadership assistance to USAID Missions with pressing staffing and talent needs.

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 pages 14 - 15 of this solicitation.

Statement of Duties

Under the direct supervision of the Mission Director or his/her designee, the Executive Officers (EXO) will perform the following duties:

- Advising the Mission Director on internal Mission administrative matters requiring his/her action or attention, and interacting with senior Mission and Post management to implement policies and procedures governing Mission operations, particularly where Mission-specific guidance is not developed.
- Developing internal management systems and implementing procedures, including the establishment and maintenance of a Mission directives system to supplement ADS policies and procedures to address any unique post-specific requirements.
- Evaluating the Mission's organization, staffing, and services to ensure the efficient use of material and human resources, and developing appropriate organizational structures and staffing strategies necessary to meet the program and operational requirements of the Mission.
- Manage the Mission's workforce and Human Capital Management requirements including workforce planning and the National Security Decision Directive-38 (NSDD-38) process; recruitment; performance management; benefits and retirement; Foreign Service assignment process; classification; training; policy interpretation related to human capital management, as well as overseas benefits and allowances; and provide advice to Mission senior managers on staffing and workforce issues – recommending actions and strategies to ensure maximum effective use of personnel.
- Counsel employees and their families on a wide range of subjects, including allowances, education, housing, medical support, career development, performance planning, substance abuse, onward assignments, and professional relations.

- Actively participating on Mission program activity teams. While this advice is focused primarily on the human capital and material resource aspects of achieving the Mission's development objectives, EXOs are also expected to provide general administrative advice to project teams beginning with the pre-planning stages, and through initiation, implementation, monitoring, evaluation stages, and ultimate project completion, regarding a variety of program implementation, monitoring and evaluation topics required to assure project management teams and implementing partners can meet project goals with resources on hand and to ensure that project activities are managed in compliance with USAID regulations.
- Collaborate with the Mission's Program and Technical Offices in formulating the annual budget resource requirements and administer the Mission's OE budget.
- As appropriate, supply implementing partners with advice and guidance to help them operate effectively in the host country, including ensuring implementing partners are updated on security guidance issued by the Embassy's Regional Security Officer (RSO) and the USAID Office of Security's (SEC) Partner Liaison Security Office (PSLO).
- Consulting with Missions on their Executive Office procurement services on compliance/vulnerabilities, and in some cases (subject to the limits established for his/her contracting warrant), executing operating expense and program-funded contracts, purchase orders, and Personal Service Contracts (PSC), including those for Cooperating Country Nationals (CCNs), USPSCs, and Third Country Nationals (TCN), in compliance with applicable Federal Acquisition Regulations (FAR) and Agency acquisition regulations and policies.
- Represent Mission oversight of administration of the ICASS program, collaborating closely with the Department of State (DOS), and other Agency management personnel to ensure efficient shared services implementation.
- Where USAID is a provider of administrative services, either as a self-supporting unit or as an Alternate Service Provider (ASP) under ICASS, the EXO is responsible for planning, directing and reviewing of General Services Operations (GSO), identifying weaknesses in Mission GSO operations, and recommending/taking remedial actions; the Mission's Residential and Office General Services maintenance operations; the Mission's personal property acquisition, management, and disposal programs; the Mission's motor pool operations, including the vehicle life cycle replacement program, spare parts, driver training/safety programs, and routine maintenance; the Mission's acquisition and management of real property, including leasing, procurement, and disposal programs; the shipment and receipt of official commodities, supplies, and household effects, including importing, exporting, and customs clearances; local and international travel reservations and ticketing; ensure that all legal and regulatory requirements are met and managing the USAID Travel Management contract.
- As the primary representative of the Management Bureau (M) in a field post, the EXO serves as the officer responsible for oversight of Mission Information Technology (IT) management systems, including compliance with policies, guidance, and direction provided by M/CIO; managing IT requirements, budget and enterprise architecture; and serving as the Mission's Information System Security Officer (ISSO).

- As EXOs are responsible for electronic and/or paper record management systems, the intermittent EXO may be called upon to identify problems in Mission’s current records management operations and design training programs to develop the skills and competencies of staffs charged with these responsibilities.
- Coordinate with Legal Officers and Controllers regarding implementation of the USAID ethics program, related training, and the Office of Government Ethics (OGE) 450 and OGE 278 submissions.
- Serve as the Mission (Unit) Security Officer and, in collaboration with the Embassy RSO and the USAID Office of Security, ensure compliance with and oversee and implement security, health, and safety programs and procedures applicable to USAID personnel and facilities - collaborating closely with the appropriate DoS and USAID/W security, health and safety officials to ensure compliance with all security and safety requirements.
- Serve as USAID officer responsible for ensuring that USAID specific emergency response plans and procedures are fully compatible with Post plans and procedures. As required, coordinate closely with Post Management to administer logistics for emergency evacuations, lock down, and temporary Mission shut downs. As required, serve as the Mission’s Disaster Relief Officer; preparing, updating and implementing the Mission Disaster Recovery plan.
- Providing closeout support to Missions, including review of and input into closeout plans. (Closeout support may require lengthy deployments during the final months of any Mission closeout.).
- Supporting start-up missions to set up Executive Office services.
- Identifying management vulnerabilities in Missions through formal Management Services Reviews, and providing hands-on support in correcting deficiencies.
- Providing coverage during absence of assigned Executive Officers assure that EXO operations are running smoothly.
- RS3 intermittent EXOs, from time to time, will assume the role of “mentor” to new USDH EXOs assigned to missions. Specifically, the intermittent EXO will provide training and guidance to the new EXOs in order to meet the following objectives:
 - Improve and expand technical subject matter expertise in BS-03.
 - Obtain an in-depth understanding of the EXO functions in relation to US foreign assistance delivery, concentrating on USAID’s structure and functions both internally and externally with implementers, host country governments and other donors.
 - Experience and gain an understanding of the overseas work environment and institutional culture of USAID.
 - Strengthen the officers’ intercultural skills both within the workplace and the local environment.
 - Expand the officers’ management and leadership skills.

Supervisory Relationships and Controls

The Executive Officer will take direction from and will report to the Program Manager of RS3 or his/her designee, and while on assignment, to a mission-based supervisor designated by the RS3 Program Manager.

During deployment, the supervisor at the USAID mission will set overall objectives and provide technical direction and day-to-day supervision. The incumbent and the supervisor together will develop deadlines, projects, and other assigned work, which is subject to mission approval and consistent with mission objectives policies, and protocols. The incumbents are expected to take initiative, act independently, and manage his/her tasks with minimal supervision while remaining in line with agreed upon work plans, overall mission objectives and supervision. For the purpose of contract, personnel, training or general administrative matters, the RS3 Director (Washington, D.C.) or his/her designee will provide direction and oversight.

Guidelines

Judgment and ingenuity is required to interpret the intent of guides and to develop applications/guidelines.

- Fill critical staffing leadership and requirements in the field, often in non-presence countries or temporarily filling a USAID Representative or Officer in Charge position, including the provision of support to new country start-ups and on-call technical assistance, however they may not be delegated authority to make a final decision on personnel selection; and
- Implement and manage the assigned country program in the absence of the USAID Country Representative or Officer in Charge in the field, including assessing project sites and selecting contractor and grantees to work under OCR's country program;
- Oversee staff and implement and implementing partner organizations; and
- Monitor and evaluate development program, individual projects, and contractor and grantee performance.

Complexity

At the GS-15 level, duties are significantly varied requiring many different and unrelated processes and methods applied to a broad range of problems requiring substantial depth of analysis; decisions involve largely undefined areas and issues and require extensive probing and analysis to determine the scope of the problem.

- Within the guidelines provided by the USAID/Mission, negotiate program and project agreements with governmental and non-governmental counterparts; and
- Manage the development and implementation of the assigned country program as the USAID Country Representative or Officer in Charge, including assessing project sites and selecting contractor and grantees to work under the mission's country program.

Scope and Effect

At the GS-15 level, work includes isolating and defining unknown conditions and resolving critical problems or developing new theories affecting the work of other experts.

- Serve as one of USAID Mission's Senior Leadership Team's on development program and policy issues; and

- Lead discussions related to the Country Development Cooperation Strategy (CDCS), the Framework for Foreign Assistance and other mission plans and provide leadership to a mission Program Office in determining the implications for country program design, monitoring and evaluation, and developing appropriate indicators based on the CDCS, Framework and other mission strategic guidance.

Personal Contacts

At the GS-15 level, contacts are with high-ranking officials (SES, corporate executive and above) outside the employing agency at national or international levels in highly unstructured settings. Contacts are typically with Members of Congress, leading representatives of foreign governments, presidents of large national and international firms and a similar level of contact.

- Advise Ambassador, Mission Leadership, and/or USAID Washington on development, crisis, or conflict issues relevant to USAID; and
- Represents USAID client mission interests in liaison with other USAID divisions, the State Department, Interagency partners and external organizations to ensure consistent programs and policy directions

Purpose of Contacts

The people contacted by the incumbents typically have diverse viewpoints, goals and objectives including U.S. Government agencies (Department of State, United States Agency). The incumbents are required to achieve a common understanding among the various parties and propose satisfactory solutions, which address their various objectives in implementing programs.

The incumbents will justify, defend, and settle matters involving significant and controversial issues. The incumbents will engage in active participation in conferences, meetings, hearings or presentations involving problems of considerable consequences or importance, resulting in resolution through compromise and negotiation.

Work Environment and Physical Demands

Work is primarily performed in an office setting, though the incumbents are likely to be assigned to areas where site visits and extraordinary travel time is involved and that may entail working out of temporary duty residences or hotel rooms. The incumbents will travel as a U.S. government employee and is subject to Chief of Mission authority. As such, the incumbents will be expected to conform to all embassy and/or USAID mission policies and procedures at his or her assignment location regarding housing, work hours, diplomatic protocols, and security. The incumbents may be required to staff field offices or other locations off-site of the USAID mission or embassy.

Many of the overseas environments in which the incumbent may be required to work present a health risk such as: extreme air pollution, lack of potable water, or presence of waterborne and other communicable diseases. Special safety and/or security precautions, wearing of protective equipment, exposure to severe weather conditions, working in non-permissive environments, restrictions on movement and/or evacuations of a USAID mission or embassy may occur.

10. AREAS OF CONSIDERATION

Offerors who do not meet all of the below requirements, including education and experience requirements, are considered NOT qualified for the position.

This position requires a thorough knowledge of management, programming, policies, regulations, procedures, and documentation and the objectives, methodology and status of the projects assigned and/or similar practices in USG or international development organizations based on internationally recognized best practices.

Knowledge of the objectives and operations of the US government and/or similar program activities of other international donor organizations is highly desirable.

11. PHYSICAL DEMANDS

Firehouse members must be able to obtain and maintain a Class 1 State Department medical clearance for the duration of the period of performance. RS3 Firehouse members may be in positions overseas that lead to unusual mental stress, and may require arduous physical exertion, by prolonged sitting, standing, riding in and getting out of vehicles, and operating manual or stick-shift motor vehicles. The duties may require: entering and maneuvering in facilities accessible only by stairs, long flight times, and carrying heavy baggage and items (over 30 pounds). The incumbents must be able to operate in an environment that requires endurance and ability to evaluate surroundings. Applicants must be physically and mentally capable of performing these functions efficiently and safely.

12. POINT OF CONTACT: RS3Recruitment@usaid.gov

II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION

The minimum qualifications determine basic eligibility for the position. Offerors who do not meet all of the education and experience factors are considered NOT qualified for the position.

At the GS-15 Equivalent Level:

Bachelor's Degree with at least **twelve (12) years** of progressively responsible work experience in international development of which **eight (8) years** must be of physical overseas experience.

OR

Master's Degree with at least **nine (9) years** of progressively responsible work experience in international development of which **six (6) years** must be of physical overseas experience.

AND

Other requirements:

Ability to use Computer i.e. knowledge of Microsoft Office, relevant statistical/analytical software, e-mails, and the internet.

Ability to obtain a SECRET level security clearance provided by USAID.

Ability to obtain a Department of State Class 1 Worldwide medical clearance and maintain for the duration of the period of performance.

Offerors not meeting minimum qualifications will not be evaluated further.

- U.S. Citizen
- English Fluency (COR to determine fluency level);
- Complete resume submitted. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements.
- A one (1) page narrative submitted. See cover page for narrative requirements.
- USPSC Application form AID 309-2. Applicants are required to complete sections A through I. This form must be physically signed. Electronic signatures will not be accepted.
- Must not appear as an excluded party in the System for Award Management (SAM.gov) or Office of Foreign Assets Control (OFAC) Sanctions List.
- Able to obtain and maintain a Secret Security Clearance and up to a Top Secret Security Clearance as provided by USAID based on programmatic needs.
- Able to obtain and maintain a Medical Clearance.
- Satisfactory verification of academic and training credentials. Applicants may be asked to provide transcripts individual training certifications.

III. EVALUATION AND SELECTION FACTORS (Total of 70 points)

Factor 1: Knowledge (40 Points)

- Demonstrated experience working and communicating with U.S. Embassies, other international organizations providing transition or development assistance programming overseas, and/or foreign governments to ensure an organization's operational/administrative management systems and procedures are most effective and support the organization's achievement of critical, high profile objectives.
- Excellent communication, writing, analytical and social/interpersonal skills, demonstrating diplomacy and an ability to communicate and represent a US Government organization's mission, core values and ethos diplomatically to key partners, stakeholders and beneficiaries both within and outside the USG, within the US and overseas, with host government officials, USG implementing partners, and others from all walks of life.

Factor 2: Skills and Abilities (20 Points)

- Demonstrated ability starting up, managing, and closing out large and small office support functions including support teams in difficult overseas environments, ensuring that offices or U.S. diplomatic locations, are well supported in human resources, security, procurement, records management, motor pool, housing, property management, and all other necessary functions.
- A customer service-oriented team player, who also has a keen ability to operate independently and with self-sufficiency if necessary in complex situations.

Factor 3: Education and Training (6 Points)

- An advanced degree in Political Science, Law, Public Policy, International Affairs, Public Administration, Business, Finance, Accounting, Management or related field.
- Relevant trainings and certifications to demonstrate eligibility to obtain a Basic Level EXO Warrant at minimum.

Factor 4: Cultural and Language Abilities (4 Points)

- Familiarity with the politics, economics, history and cultural mores of at least one region of the developing world gained through education and/or experience.
- Demonstrated ability to utilize a major foreign language (e.g. French, Spanish, Arabic, Russian) in the course of conducting business with local partners.

Total Possible QRF (1 – 4) Points: 70

Factor 5: Total Possible Interview (30 Points)

Professional References: Pass/Fail

RS3/OMD reserves the right to contact a current or previous supervisor for references.

Total Possible Points: 100

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

Those Offerors determined to be in the competitive range will also be evaluated on interview performance and satisfactory professional reference checks.

The Offerors determined to be competitively ranked will be interviewed and may be required to provide a writing sample. Face-to-face interviews may be conducted in Washington D.C. RS3 will not pay for expenses associated with the interviews but will conduct telephone or videoconference interviews for those not available in Washington D.C. Professional references and academic credentials will be evaluated for Offerors being considered for selection.

IV. 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. Your resume must include:

- (a) All full time paid positions, job title(s), location(s), hours per week, and dates held (month/year), for each position. Dates (month/year), hours per week, and locations for all overseas field experience must also be detailed. **Please specify unpaid or part time work. Unless stated otherwise, part-time hours will be prorated at 20 hours worked per week. Unpaid, part-time and any experience that does not include dates (month/year) and locations will not be counted towards meeting the solicitation requirements.**
- (b) Specific duties performed that fully detail the level and complexity of the work.
- (c) Names and contact information (phone and email) for all supervisors within the last five (5) years.
- (d) Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.

2. USPSC **Application form AID 309-2**. Applicants are required to complete, sign and date the form.

Additional documents submitted will not be accepted. Incomplete or late applications will not be considered.

NOTE: Please be advised that references may be obtained independently from other sources in addition to the ones provided by an applicant.

NOTE: If the full security application package is not submitted within 30 days after the Office of Security determines eligibility, the offer may be rescinded.

If a Secret security clearance is not obtained within nine months after offer acceptance, the offer may be rescinded. If Secret clearance is not obtained within nine months after receipt of the award, USAID may terminate the contract at the convenience of the government.

NOTE: If the full medical clearance package is not submitted within 30 days after offer acceptance, the offer may be rescinded. If a Class 1 Department of State medical clearance is not obtained within six months after offer acceptance, the offer may be rescinded.

NOTE: REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

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

V. LIST OF REQUIRED FORMS FOR PSC HIRES

Once the CO informs the successful Offeror about being selected for a contract award, the CO will provide the successful Offeror instructions about how to complete and submit the following forms.

Forms outlined below can found at:

<http://www.usaid.gov/forms/> or at <http://www.forms.gov/bgfPortal/main.do>

1. Resume
2. USPSC Application Form, (AID 309-2)
3. Academic Verification (Unofficial Transcript or Proof of Diploma)
4. Medical History and Examination Form (DS-6561) **
5. Questionnaire for Sensitive Positions (for National Security) (SF-86), or **
6. Questionnaire for Non-Sensitive Positions (SF-85) **
7. Finger Print Card (FD-258) **
8. Employment Eligibility Verification (I-9) Form) **
9. Declaration of Federal Employment (OF 306) **

** Forms 4 through 9 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

VI. BENEFITS/ALLOWANCES

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

1. BENEFITS:

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

2. ALLOWANCES: (If Applicable).*

Section numbers refer to rules from the Department of State Standardized Regulations (Government Civilians Foreign Areas)

- a) Temporary Lodging Allowance (Section 120).
- b) Living Quarters Allowance (Section 130).
- c) Post Allowance (Section 220).
- d) Supplemental Post Allowance (Section 230).
- e) Post Differential (Chapter 500).
- f) Payments during Evacuation/Authorized Departure (Section 600)
- g) Danger Pay (Section 650).

VII. TAXES

USPSCs are required to pay Federal income taxes, FICA, and Medicare and applicable State Income taxes.

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

VIII. USAID REGULATIONS, POLICIES AND CONTRACT CLAUSES PERTAINING TO PSCs

USAID regulations and policies governing USPSC awards are available at these sources:

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.

1. **USAID Acquisition Regulation (AIDAR), Appendix D**, “Direct USAID Contracts with a U.S. Citizen or a U.S. Resident Alien for Personal Services Abroad,” including **contract clauses “General Provisions,”** available at https://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf
2. **Contract Cover Page form AID 309-1** available at <https://www.usaid.gov/forms>

- 3. Acquisition and Assistance Policy Directives/Contract Information Bulletins (AAPDs/CIBs)** for Personal Services Contracts with Individuals available at <http://www.usaid.gov/work-usaid/aapds-cibs>

[The CO must check <http://www.usaid.gov/work-usaid/aapds-cibs> to determine which AAPDs/CIBs apply and insert the relevant text as required.]

- 4. Ethical Conduct.** By the acceptance of a USAID personal services contract as an individual, the contractor will be acknowledging receipt of the “**Standards of Ethical Conduct for Employees of the Executive Branch,**” available from the U.S. Office of Government Ethics, in accordance with **General Provisions 2 and 5 CFR 2635**. See <https://www.oge.gov/web/oge.nsf/OGE%20Regulations>

AAPD 06-12 - HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12)

AAPD No. 06-12 is hereby incorporated as Attachment 2 to the solicitation.

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 5 to the solicitation.

AAPD 15-02 - LEAVE AND HOLIDAYS (DEC 2017)

AAPD No. 15-02 is hereby incorporated as Attachment 3 to the solicitation.

AAPD 18-02 - MEDICAL EVACUATION (MEDEVAC) SERVICES (MAY 2018)

AAPD No. 18-02 is hereby incorporated as Attachment 4 to the solicitation.

ATTACHMENT 1

AAPD 06-12 - HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEPTEMBER 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach.

Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations,

the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

(END PROVISION)

ATTACHMENT 2

AAPD 06-10 - MEDICAL EXPENSE PAYMENT RESPONSIBILITY (OCTOBER 2006)

(a) Definitions. Terms used in this General Provision are defined in 16 FAM 116 available at <http://www.state.gov/m/a/dir/regs/fam/c23002.htm>.

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

(b) The regulations in the Foreign Affairs Manual, Volume 16, Chapter 520 (16 FAM 520), Responsibility for Payment of Medical Expenses, apply to this contract, except as stated below. The contractor and each eligible family member are strongly encouraged to obtain

health insurance that covers this assignment. Nothing in this provision supersedes or contradicts any other term or provision in this contract that pertains to insurance or medical costs, except that section (e) supplements General Provision 25. "MEDICAL EVACUATION (MEDEVAC) SERVICES."

- (c) When the contractor or eligible family member is covered by health insurance, that insurance is the primary payer for medical services provided to that contractor or eligible family member(s) both in the United States and abroad. The primary insurer's liability is determined by the terms, conditions, limitations, and exclusions of the insurance policy. When the contractor or eligible family member is not covered by health insurance, the contractor is the primary payer for the total amount of medical costs incurred and the U.S. Government has no payment obligation (see paragraph (f) of this provision).
- (d) USAID serves as a secondary payer for medical expenses of the contractor and eligible family members who are covered by health insurance, where the following conditions are met:
 - (1) The illness, injury, or medical condition giving rise to the expense is incurred, caused, or materially aggravated while the eligible individual is stationed or assigned abroad;
 - (2) The illness, injury, or medical condition giving rise to the expense required or requires hospitalization and the expense is directly related to the treatment of such illness, injury, or medical condition, including obstetrical care; and
 - (3) The Office of Medical Services (M/MED) or a Foreign Service medical provider (FSMP) determines that the treatment is appropriate for, and directly related to, the illness, injury, or medical condition.
- (e) The Mission Director may, on the advice of M/MED or an FSMP at post, authorize medical travel for the contractor or an eligible family member in accordance with the General Provision 10, Travel and Transportation Expenses (July 1993), section (i) entitled "Emergency and Irregular Travel and Transportation." In the event of a medical emergency, when time does not permit consultation, the Mission Director may issue a Travel Authorization Form or Medical Services Authorization Form DS3067, 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).

(END PROVISION)

ATTACHMENT 3

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>.
- (END PROVISION)

ATTACHMENT 4

AAPD 15-02 - LEAVE AND HOLIDAYS (DEC 2017)
(Pursuant to class deviation #M/OAA-DEV-AIDAR-18-1c)

(a) Annual Leave

- (1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.
- (2) The contractor shall accrue annual leave based on the contractor’s time in service according to the following table:

Time in Service	Annual Leave (AL) Accrual Calculation
0 to 3 years	Four hours of leave for each two week period

over 3, and up to 15 years	Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year)
over 15 years	Eight hours of AL for each two week period

USAID will calculate the contractor’s time in service based on all the previous service performed by the contractor as a: 1) USAID PSC (i.e., the contractor has served under any USAID personal services contracts of any duration covered by Sec. 636(a)(3) of the FAA or other statutory provision applicable to USAID); and/or 2) former U.S. Government (USG) direct-hire, under either civilian and/or military service.

(3)

(i) AL is provided under this contract for the purposes of affording necessary rest and recreation during the period of performance. The contractor, in consultation with the USAID Mission or USAID/Washington, as appropriate, shall develop an AL schedule early in the contractor's period of performance, taking into consideration project requirements, employee preference, and other factors. All AL earned by the contractor must be used during the contractor’s period of performance. All AL earned by the contractor, but not taken by the end of the contract, will be forfeited. However, to prevent forfeiture of AL, the Contracting Officer may approve the contractor taking AL during the concluding weeks of the contractor's period of performance.

(ii) As an exception to 3(i) above, the contractor may receive a lump-sum payment for leave not taken. To approve this exception, the contractor's supervisor must provide the Contracting Officer with a signed, written Determination and findings (D&F). The D&F must set out the facts and circumstances that prevented the contractor from taking AL, and the Contracting Officer must find that these facts and circumstances were not caused by, or were beyond the control of, the contractor. This leave payment must not exceed the number of days which could be earned by the contractor during a twelve-month period.

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or over the life of the contract, whichever is less. The contractor agrees to reimburse USAID for any outstanding balance of advance AL provided during the contractor’s assignment under the contract.

(5) Applicants for PSC positions will provide evidence of their PSC and/or USG direct-hire service - civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the applicant attests to the accuracy of the information provided. Any applicant providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer,

the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

(b) Sick Leave. The contractor may use sick leave on the same basis and for the same purposes as USAID U.S. direct hire employees. Sick leave is earned at a rate not to exceed four (4) hours every two (2) weeks for a total of 13 work-days per year. Unused sick leave may be carried over under an extension or renewal of this contract with the same individual for the same work. Otherwise, sick leave will not be carried over from one post to another or from one contract to another. The contractor will not be compensated for unused sick leave upon completion of this contract.

(c) Home Leave.

(1) Home leave is leave earned for service abroad for use only in the U.S., its commonwealths, possessions and territories.

(2) A USPSC who has served at least two years overseas at the same USAID Mission, under the same contract, as defined in paragraph (c)(4) below, and has not taken more than 30 work days leave (annual, sick or LWOP) in the U.S. may be granted home leave in accordance with the following:

(i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days; or if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSC's departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

(ii) if the USPSC is returning to a different USAID Mission under a USAID personal services contract immediately following completion of the USPSC's home leave, for an additional two (2) years under contract, or for such shorter period of not less than one (1) year, as approved by the Mission Directors of the "losing" and "gaining" Missions, the contractor will receive home leave, to be taken at one time, for a period of not more than 20 work days. When the PSC is returning to a different USAID Mission, the former Mission will pay for the home leave regardless of what country the PSC will be working in following the home leave;

(iii) if home leave eligibility is based on (c)(2)(ii) above, the USPSC must submit written verification to the losing Mission at the time home leave is requested that the USPSC has accepted a USAID personal services contract at another USAID Mission following completion of the home leave;

(iv) travel time by the most direct route is authorized in addition to the number of work days authorized for home leave;

- (v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.
 - (vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.
- (3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:
- (i) Granting of advanced home leave would in each case serve to advance the attainment of the objectives of this contract; and
 - (ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and
 - (iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.
- (4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays en route. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.
- (5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

(6) Home leave must be taken at one time, and to the extent deemed necessary by the Contracting Officer, an USPSC in the U.S., on home leave may be authorized to spend not more than five (5) days in work status for consultation at USAID/Washington before returning to post. Consultation at locations other than USAID/Washington as well as any time in excess of five (5) days spent for consultation must be approved by the Mission Director or the Contracting Officer.

(d) Home Leave for Qualifying Posts (HLQP). USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of leave in addition to the home leave an USPSCs is normally entitled to under the contract in accordance with subparagraphs (c)(1) - (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

There is no requirement that an eligible USPSC take this additional leave; it is for optional use by the USPSC. If an eligible USPSC elects to take HLQP, the USPSC must take ten (10) workdays of home leave. If the USPSC is returning to the United States and not returning overseas to the same or different USAID Mission, HLQP will not apply.

This new home leave policy is also extended to qualifying **Third-Country National PSCs (TCNPSCs)** who have an approved exception under AIDAR Appendix J, sec. 4(c)(2)(ii)(B), to apply specific provisions from AIDAR Appendix D, and whose contract includes this General Provision. However, TCNPSCs will be granted "country leave" vice home leave. The application, requirements, and restrictions will be the same as for USPSCs, but the time taken by a TCNPSC will be taken in the TCNPSC's home country or country of recruitment rather than in the United States, its commonwealths and territories.

(e) Holidays and Excused Absences. The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

(f) Military Leave. Military leave of not more than 15 calendar days in any calendar year may be granted to a contractor who is a reservist of the U.S. Armed Forces. The contractor must provide advance notice of the pending military leave to the Contracting Officer or the Mission Director as soon as known. A copy of any such notice must be part of the contract file.

(g) Leave Without Pay (LWOP). LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

(h) Compensatory Time. Compensatory time leave may be granted only with the written approval of the Contracting Officer or Mission Director in rare instances when it has been determined absolutely essential and used under those guideline which apply to USAID U.S. direct-hire employees.

(i) Family and Medical Leave (FML)

- (1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave Act of 1993, as amended, and as administered by the Department of Labor under 29 CFR 825. USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.
- (2) FML only applies to USPSCs, not any other type of PSC.
- (3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and (ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.
- (4) In accordance with 29 CFR 825.200(a) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:
 - (i) The care of the USPSC's newborn child.
 - (ii) The care of the USPSC's newly placed adopted or foster care child.
 - (iii) The care of the USPSC's spouse, child or parent with a serious health condition.
 - (iv) The USPSC's own serious health condition.
 - (v) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
 - (vi) Other qualifying exigencies as determined by the Department of Labor.
- (5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC's supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC's accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.
- (6) FML is not authorized for any period beyond the completion date of this contract.
- (7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.

The U.S. Department of Labor's (DOL's) Wage and Hour Division (WHD) Publication 1420 explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

- (j) **Leave Records.** The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

(END PROVISION)

ATTACHMENT 5

AAPD 18-02 – MEDICAL EVACUATION (MEDEVAC) SERVICES (MAY 2018)

(Pursuant to class deviation #M/OAA-DEV-AIDAR-18-3c)

USAID will provide Medevac services to the contractor and authorized dependents, through the Department of State's Bureau for Medical Services (MED), similar to those provided to U.S. Government employees in accordance with 16 FAM 300 Medical Travel. Medevac costs include travel and per diem, but do not include medical care costs. To be covered by the Medevac program, the contractor and authorized dependents must obtain and maintain international health insurance coverage that includes overseas hospitalization, and must provide proof of such insurance to the contracting officer prior to relocation abroad.

(END PROVISION)