



**SOLICITATION NUMBER:** 72C0T123R00021

**ISSUANCE DATE:** September 18, 2023

**CLOSING DATE AND TIME:** October 18, 2023, 1:00 PM Eastern Standard Time (EST)

**SUBJECT:** Solicitation for U.S. Personal Service Contractor (USPSC)

Dear Prospective Offerors:

The United States Government (USG), represented by the U.S. Agency for International Development (USAID), is seeking offers from qualified U.S. citizens to provide personal services as a Country Representative – Burma (GS-14) under a personal services contract, as described in the attached solicitation.

Offers must be in accordance with **Attachment 1** of this solicitation at the place and time specified. Incomplete or unsigned offers will not be considered. Offerors should retain copies of all offer materials for their records.

USAID will evaluate all offerors based on the stated evaluation criteria. USAID encourages all individuals, including those from disadvantaged and under-represented groups, to respond to the solicitation.

Offerors interested in applying for this position **MUST** submit the following materials:

1. Complete resume. In order to fully evaluate your offer, 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.

**Note:** Your resume should contain explicit information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide explicit information to determine your qualifications for the position will result in loss of full consideration.

2. Supplemental document specifically addressing:

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

**NOTE:** The Evaluation Factors are worth 70 out of 100 points. Offerors 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.

3. **USPSC Offeror Information for Personal Services Contracts form AID 309-2.** Offerors are required to complete and sign the form. **Due to COVID-19 and limited access to equipment, we are currently accepting electronic signatures on the AID 309-2 form.**

**Additional documents submitted will not be accepted.** Incomplete or late offers will not be considered. Your complete resume and the AID 309-2 form must be mailed or emailed to OTIjobs@usaid.gov

Offerors can expect to receive a confirmation email when offer materials have been received. Offerors should retain for their records copies of all enclosures which accompany their offers. 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 offer.

Offeror resources are available at <https://otijobs.net/uspsc-application-guidance>. Any questions on this solicitation may be directed to:

OTI Recruitment Team  
E-Mail Address: OTIjobs@usaid.gov  
Website: www.OTIjobs.net

Sincerely,

Ousmane Faye  
Supervisory Contracting Officer  
M/OAA/RM

## I. GENERAL INFORMATION

**1. SOLICITATION NO.:** 72C0T123R00021

**2. ISSUANCE DATE:** September 18, 2023

**3. CLOSING DATE AND TIME FOR RECEIPT OF OFFERS:** October 18, 2023, 1:00 pm Eastern Time

**4. POINT OF CONTACT:** OTI Recruitment Team, e-mail at [OTIjobs@usaid.gov](mailto:OTIjobs@usaid.gov).

**5. POSITION TITLE:** Country Representative

**6. MARKET VALUE:** This position has been designated at the GS-14 equivalent level, non-locality pay (\$95,973 - \$124,764 per annum). Final compensation will be negotiated within the listed market value based upon qualifications, previous relevant experience and work history, salary and educational background. **Salaries over and above the pay range will not be entertained or negotiated.**

Please be advised selectee, upon contract start, will be required to travel to Washington, DC for Agency processing and badging regardless of place of performance. USPSCs with a home of record outside of the 50 mile DC radius, per Agency travel policy, will be reimbursed for travel to the official USAID worksite in Washington, DC. In order to be reimbursed, the selectee must have a Travel Authorization (TA) completed prior to traveling. For USPSCs within the 50 mile DC radius, any required travel for the purpose of completing the onboarding and badging process will be a personal expense. Per Agency regulations, any required travel for USPSCs within 50 miles from an employee's residence, duty station, or place of performance will be a personal expense.

**7. PERIOD OF PERFORMANCE:** One year, with two one-year option periods.

**START DATE:** Within 45 days of receiving notification that required security and medical clearances have been obtained.

**8. PLACE OF PERFORMANCE:** The place of performance for the services under this contract will initially be Worldwide. At any time, upon receipt of an NSDD-38 slot and at the direction of CPS/OTI, the USPSC will be reassigned/relocated to a posting in Southeast Asia where the individual's services are needed to continue supporting CPS/OTI's Burma program. No changes to the place of performance are guaranteed.

Overseas USPSCs may be authorized to telework or remote work only from a location within the country of performance, in accordance with Mission policy. Telework or

remote work from outside the country of performance may only be authorized in certain situations in accordance with the terms and conditions of the contract.

**9. ELIGIBLE OFFERORS:** United States Citizens

**10. SECURITY LEVEL REQUIRED:** SECRET

**11. STATEMENT OF DUTIES**

POSITION DESCRIPTION

## **BACKGROUND**

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

Countries experiencing a significant political transition in the midst of a disaster or emerging from civil conflict have unique needs that cannot be fully addressed by traditional disaster relief. Timely and effective assistance to promote and consolidate peaceful, democratic advances can make the difference between a successful or a failed transition. OTI assists in securing peace by aiding indigenous, mostly non-governmental, civil society and media organizations. OTI uses such mechanisms as support for re-integration of ex-combatants into civilian society; development of initiatives to promote national reconciliation; identification of quick-impact community self-help projects to meet urgent economic needs; and aid to independent media outlets and community-based organizations to help promote informed debate and broaden public participation.

To respond quickly and effectively and meet its program objectives and mandate OTI retains a group of high level professionals and experts under U.S. Personal Services Contracts (USPSCs). These knowledgeable and skilled professionals make up the vast majority of the OTI work force and are at its forefront implementing and achieving the office's programmatic goals and objectives. There are several 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 Section VI of this solicitation.

### **OTI's Core Values:**

#### **Agility**

OTI addresses complex political problems through context analysis, experimentation, and strategic resource use. Applying an adaptive mindset in Washington and the field accelerates timely positive change.

### **Political**

OTI seeks to understand how power is created, traded, and facilitated, requiring that we acknowledge our privilege and the limits of our power. This understanding helps us act on power dynamics and harness them for transformation.

### **Accountability**

OTI exhibits a sense of ownership and integrity in the work we do, and holds a sense of responsibility to each other, the local partners we engage, the policies and programs we advance with our implementing partners, and the taxpayer.

### **Curiosity**

OTI's mission demands learning and adaptation. Our relentless curiosity drives us to wonder about people, problems, and possibilities. We question the status quo, seek to understand amid uncertainty, and treat mistakes as a compass pointing us toward more effective approaches.

### **Diversity & Inclusion**

OTI's ability to achieve its mission and live out its values is propelled by our collective responsibility to create a sense of belonging for all in our work environment. OTI values the diversity of each others' authentic selves, building a foundation of trust and respect.

### **Courage**

OTI embraces our engagements with one another, our stakeholders, and our programs with intentionality and optimism. Achieving our mission requires that we take risks and tackle difficult conversations and decisions. A courageous OTI is a force for positive change.

**OTI's DEIA Vision Statement:** OTI is a collaborative environment that represents the global community at all levels of our organization. Uniting diverse backgrounds and experiences, we value individual expertise to advance peace and democracy around the world.

Values and associated behaviors that will enable this vision are:

### **Trust**

- Model open communication, active listening and candor.
- Believe others when they share their experiences.

## **Respect**

- A respectful attitude should be shown to everyone.
- Allow for others to express complete opinion/thoughts without interruption, while recognizing that there are other perspectives and lived experiences.

## **Belonging (Accessibility)**

- Serve as an ally to those who feel excluded (professionally, socially, personally, etc.).
- Promote togetherness and acceptance through equitable behavior.

## **Empathy**

- Listen to understand, create space to be real/feel.
- Remind yourself to be conscious of how others may feel or receive your words

## **Self-awareness/accountability**

- Supervisors hold their peers to account on their expectations and behaviors.
- Seek regular, constructive feedback to understand how your words and actions affect and influence others, and how they are being perceived and interpreted.
- Acknowledge unconscious bias and be willing to learn and change behavior when confronted/corrected.

For more information about OTI and its country programs please see:

<https://www.usaid.gov/stabilization-and-transitions>

## **INTRODUCTION**

The Country Representative is a member of the Bureau for Conflict Prevention and Stabilization (CPS) Office of Transition Initiatives (OTI) Asia Regional Team, reports to the OTI Regional Team Lead or their designee and will initially be worldwide but will be reassigned to a post in Southeast Asia upon the receipt of a NSDD-38. The incumbent may be required to travel regionally as necessary. The Country Representative's principal responsibility will be development, oversight, and management of CPS/OTI's Burma country program. The incumbent will represent OTI's mission and programs to senior-level government officials, in-country visitors, senior officials from other international organizations, bilateral donors, and local government officials.

This program anticipates prioritizing civilian protection against Regime violence by working with local communities in Ethnic Organization controlled areas of Burma, to advance U.S. and Congressional policy objectives reflected in the passage of the 2021 BURMA Act. The position will require close coordination with OTI staff and regional missions/embassies supported by USAID's regional staff in Southeast Asia.

## **CORE FUNCTIONAL AREAS OF RESPONSIBILITY**

## DUTIES AND RESPONSIBILITIES

The duties of the Country Representative require teamwork, discretion, judgment, and personal responsibility. As a member of a highly operational office, you are willing and able to perform a wide range of administrative functions to help ensure programmatic success. You have a high level of integrity and attention to detail to ensure the use of OTI systems and procedures to maintain effective and efficient management of funds, programming, and monitoring and evaluation. You are highly flexible and willing to work under conditions of ongoing change, and remain professional and respectful of colleagues and authority in a diverse workforce. You place a premium on building relationships with your respective team in Washington, D.C., colleagues in the field, and with key stakeholders both in and outside of USAID. You are able to prioritize and complete tasks without follow-up by the supervisor, while also filling gaps as needed to ensure the responsiveness of the team. You are a strategic thinker, articulate innovative ideas, present solutions, and serve as a positive role model for colleagues both in and outside of OTI. You are also committed to upholding USAID/OTI's Diversity, Equity, Inclusion, and Accessibility's (DEIA) Vision and Values as outlined in the background.

Under the direct supervision of the Washington-based OTI Regional Team Leader for the Asia Team or their designee, you will perform the following duties:

- Manage a high-profile program in a dynamic environment and provide strategic, programmatic, and operational guidance to OTI's implementing partners (contractors and/or grantees) while leveraging critical local staff input, and the partner's role in strategy co-creation, to ensure that activities are contributing to OTI's program objectives;
- Conceptualize and design program strategies and objectives in close coordination with OTI staff in Washington and in the Field, the Embassy, Host Country Government, implementing partner staff and local civil society actors based on political and context analysis and U.S. Government policy; Initiate strategy reviews as needed in line with changes in context and policy;
- Analyze, synthesize and report on current political developments, security concerns, and other pertinent information required to achieve OTI's program objectives; Monitor local and regional political developments and regularly brief OTI and partner staff on their potential programmatic impact;
- Responsible for managing program effectiveness; ensuring strategic accountability; setting realistic intended program results and program achievements by utilizing OTI's programming principles and processes and regularly engaging with the resources available to support and measure program effectiveness;
- Articulate program strategy, as well as communicate and coordinate OTI's in-country activities between OTI and its implementing partners, USAID, the Embassy and other

donor organizations; prepare and disseminate programmatic, financial and periodic reports to the USAID Mission, OTI/Washington and other organizations as appropriate;

- Serve as OTI's primary liaison with USAID Mission personnel, U.S. Embassy staff, Host-Country Government Officials, UN Organizations, Indigenous and International Non-Governmental Organizations (NGOs), and other stakeholder organizations. Develop and maintain collaborative relationships to ensure close coordination at the field level, identify the widest range of potential local partners and opportunities, and achieve maximum synergy with other programs;
- Build, lead, supervise, and motivate a team composed of USPSCs and a significant number of implementing partner staff. In close coordination with the Implementing Partner, continuously review and design staffing plans to meet overall program objectives; Recruit, train, supervise, and evaluate the performance of in-country OTI staff. Maintain staff morale in a difficult security and work environment;
- Provide recommendations to the Washington-based Contracting Officer Representative (COR) and/or the Regional Team Leader on implementing partner performance, budgets, contract modifications, among other partner related issues;
- Provide USAID concurrence on all implementing partner activities, including final approval of grantees for grants under contract, in accordance with the USAID's Automated Directives System (ADS);
- Ensure the use of OTI systems and procedures to maintain effective and efficient management of funds and programming;
- Ensure that OTI's programs and activities are monitored and evaluated and that lessons learned are applied to ongoing or future activities;
- Prepare operational plans in collaboration with the U.S. Embassy, including logistics and property use guidelines, closeout and hand-over, security procedures, and contingency and evacuation plans; Review and concur on OTI program budgets for field operations;
- Ensure that all OTI field staff adhere to in-country security guidelines set by the U.S. Embassy Regional Security Officer and other organizations such as the United Nations or host government, as appropriate; Coordinate closely with Implementing Partner senior management to provide relevant security related information from the Embassy;
- Travel within the country/region to monitor and assess political conditions, and implementing partner operational platforms, meet with potential grantees, senior host-country government and other program counterparts, and develop recommendations to respond to evolving dynamics; and,



- Serve on temporary details within OTI, other USAID bureaus/offices, or other U.S. Government (USG) agencies under this scope of work for a period not to exceed six (6) months. Duties performed while on detail must be directly related to the scope of work, but may not be directly related to OTI programs or activities. Contracting Officer (CO) approval is required for the temporary detail. Any extension past the six (6) months requires CO approval.

#### **SUPERVISORY RELATIONSHIP:**

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

#### **SUPERVISORY CONTROLS:**

At the GS-14 level, the supervisor provides administrative direction in terms of broadly defined missions or functions. The incumbent independently plans, designs and carries out projects, studies, and programs. Results of the work are considered technically authoritative. There is no higher level official technically responsible for administering the program/project.

#### **12. PHYSICAL DEMANDS**

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

#### **13. WORK ENVIRONMENT:**

While at post, the work is generally performed in an office environment. However, the position also requires travel throughout the region, which may additionally involve special safety and/or security precautions, wearing of protective equipment, and exposure to severe weather conditions.

### **II. MINIMUM QUALIFICATIONS REQUIRED FOR THIS POSITION**

(Determines basic eligibility for the position. Offerors 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 “Submitting an Offer”)

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

- (1) A Master’s Degree with **seven (7) years** of work experience;

**OR**

A Bachelor's Degree with **nine (9) years** of work experience;

**OR**

An Associate's Degree with ten **(10) years** of work experience;

**OR**

A High School diploma/equivalent with eleven **(11) years** of work experience;

**AND**

(2) **Six (6) years** of project management experience with a U.S. government foreign affairs agency, domestic or international assistance organization, or non-governmental organization in community development, economic development, mediation/arbitration, conflict resolution, democracy and governance, international law, political analysis, and/or human rights activities;

(3) **Two (2) years** of overseas field experience (in person or virtual). A virtual temporary duty (TDY) is defined as work that would have been conducted in an overseas location if not for the COVID pandemic;

(4) **Three (3) years** of supervisory experience with at least one direct report.

### **III. EVALUATION AND SELECTION FACTORS**

(Determines basic eligibility for the position. Offerors who do not meet all of the education and experience factors are considered NOT qualified for the position.)

The Government may award a contract without discussions with offerors in accordance with [FAR 52.215-1](#). The CO reserves the right at any point in the evaluation process to establish a competitive range of offerors with whom negotiations will be conducted pursuant to [FAR 15.306\(c\)](#). In accordance with [FAR 52.215-1](#), if the CO determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CO may limit the number of offerors in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. FAR provisions of this solicitation are available at <https://www.acquisition.gov/browse/index/far>.

#### **SELECTION FACTORS:**

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

- Offeror is a U.S. Citizen;

- Complete resume submitted. See cover page for resume requirements. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- Supplemental document specifically addressing how the candidate meets each of the Evaluation Factors submitted;
- Ability to obtain a SECRET level security clearance (**NOTE: Dual citizens may be asked to renounce second-country citizenship**);
- Ability to obtain a Department of State medical clearance;
- Satisfactory verification of academic credentials.

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

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

**NOTE:** The selected must obtain Department of State medical clearance within four months after offer acceptance. If medical clearance is not obtained within this period, the offer may be rescinded. Due to anticipated program needs, individuals should be able to travel to post within 60 days after a contract is awarded.

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

**EVALUATION FACTORS:**

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

Offerors should cite specific, illustrative examples for each factor. Responses will be rated using the point system described below. Failure to fully respond to each element of each Evaluation Factor will result in a reduction of points awarded. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

- Factor #1      Demonstrated experience in the management of a high profile, politically sensitive program focused on political transition, political reform or similar programs, such as non-permissive crisis or conflict zones.
- Factor #2      Demonstrated experience developing strategies for programs that will respond to at least one of the following problem sets: violence prevention, post-conflict, political transition, democracy-building, and/or humanitarian assistance.
- Factor #3      Demonstrated experience using political analysis to inform programming policy, strategies, and objectives, especially in conflict-prone environments.

**BASIS OF RATING:** Offerors who clearly meet the Education/Experience Requirements and Selection Factors will be further evaluated based on scoring of the Evaluation Factor responses. Offerors are required to address each of the Evaluation Factors in a separate document describing specifically and accurately what experience, training, education and/or awards they have received that are relevant to each factor. Be sure to include your name and the announcement number at the top of each additional page. Failure to specifically address the Selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

**The Offeror Rating System is as Follows:**

Evaluation Factors have been assigned the following points:

Factor #1 – 25

Factor #2 – 25

Factor #3 – 20

Total Possible – 70 Points

Interview Performance – 30 points

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

**Total Possible Points: 100**

The most qualified offerors may be interviewed, required to provide a writing sample, and demonstrate an ability to operate commonly used office applications. OTI will not pay for any expenses associated with the interviews. In addition, offers (written materials and interviews) will be evaluated based on content as well as on the offerors writing, presentation, and communication skills. In the event that an offeror has fully demonstrated their qualifications and there are no other competitive offerors, OTI reserves the right to forgo the interview process. Professional references and academic credentials will be evaluated for offerors being considered for selection. Offerors must submit at least three (3) professional references, one (1) of which must be a current or former supervisor. OTI reserves the right to contact previous employers to verify employment history. If the offeror had a previous position with USAID, the TEC and/or CO are encouraged to obtain reference checks from the previous supervisor(s) or CO(s). See ADS 309.3.1.11.a.4

**IV. SUBMITTING AN OFFER**

Offers must be **received** by the closing date and time at the address specified in **Section I, item 3**, and submitted to the Point of Contact in **Section I, item 4**.

Qualified offerors are **required** to submit:

1. Complete resume. In order to fully evaluate your offer, your resume must include:

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

Your resume should contain **explicit information to make a valid determination that you fully meet the minimum qualification requirements** as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide explicit information to determine your qualifications for the position will result in loss of full consideration.

**2. Supplemental document specifically addressing:**

Each of the Three (3) Evaluation Factors shown in the solicitation. Responses must be limited to 500 words per factor. Any additional words above the limit will neither be read nor scored.

**NOTE:** The Evaluation Factors are worth 70 out of 100 points. Offerors 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.

**3. Offeror Information for Personal Services Contracts form AID 309-2.** Offerors are required to complete and sign the form. The form can be found at <https://www.usaid.gov/forms>. **Due to COVID-19 and limited access to equipment, we are currently accepting electronic signatures on the AID 309-2 form.**

**4. Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors** - The Offeror will be required to show proof that the Offeror is fully vaccinated against COVID-19 on or before the first day of onboarding or submit an approved reasonable accommodation to the CO. If the contractor does not meet this requirement the contract may be terminated.\*

*\*See Notice Regarding Any Court Order Affecting the Implementation of E.O. 14042 in Section VIII below.*

Additional documents submitted will not be accepted.

To ensure consideration of offers for the intended position, offers must prominently reference the solicitation number in the offer submission.

Offeror resources are available at <https://otijobs.net/uspsc-application-guidance>

## **DOCUMENT SUBMITTALS**

**Via email:** OTIjobs@usaid.gov

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

## **NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION**

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

ALL QUALIFIED OFFERORS 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.

## **V. LIST OF REQUIRED FORMS PRIOR TO AWARD**

Once the Contracting Officer (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/>

1. Declaration for Federal Employment (OF-306).
2. Medical History and Examination Form (DS-1843).
3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or Questionnaire for Non-Sensitive Positions (SF-85).
4. Finger Print Card (FD-258).

The contractor will be required to show proof that the contractor is fully vaccinated against COVID-19 on or before the first date of onboarding, or submit an approved reasonable accommodation to the CO. If the contractor does not meet this requirement the contract may be terminated.

## **VI. BENEFITS AND ALLOWANCES**

As a matter of policy, and as appropriate, a USPSC 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 and Sick Leave
- g) Paid Parental Leave
- h) Relocation Expense Benefit

**2. ALLOWANCES:**

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

[https://aoprals.state.gov/content.asp?content\\_id=282&menu\\_id=101](https://aoprals.state.gov/content.asp?content_id=282&menu_id=101)

- (a) Post Differential Chapter 500 and Tables in Chapter 900.
- (b) Living Quarters Allowance Section 130.
- (c) Temporary Lodging Allowance Section 120.
- (d) Post Allowance Section 220.
- (e) Supplemental Post Allowance Section 230.
- (f) Payments During Evacuation Section 600.
- (g) Education Allowance Section 270.
- (h) Separate Maintenance Allowance Section 260.
- (i) Danger Pay Allowance Section 650.
- (j) Education Travel Section 280.

**VII. TAXES**

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

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

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

**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 clause “General Provisions,” available at <https://www.usaid.gov/ads/policy/300/aidar>.

**2. Contract Cover Page form AID 309-2** available at <https://www.usaid.gov/forms>.

**One Base Year Table – Country Representative**

| Item No | Services (Description) | Qty | Unit | Unit Price | Amount |
|---------|------------------------|-----|------|------------|--------|
|---------|------------------------|-----|------|------------|--------|

| (A)                  | (B)   | (C) | (D) | (E)    | (F)    |
|----------------------|---|-----|-----|--------|--------|
| 0001                 | <b>Base Year 1 - Compensation</b><br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i>                | 1   | LOT | \$____ | \$____ |
|                      | <b>Fringe Benefits/Other Direct Costs (ODCs)</b><br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i> |     |     |        |        |
| Total Estimated Cost |   |     |     |        | \$____ |

**Four Option Years Table- Country Representative**

| Item No | Services (Description)   | Qty | Unit | Unit Price | Amount |
|---------|--|-----|------|------------|--------|
| (A)     | (B)  | (C) | (D)  | (E)        | (F)    |
| 1001    | Option Period (OP) 1 - Compensation<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i> | 1   | LOT  | \$____     | \$____ |
|         | OP 1 - ODCs<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i>                         |     |      |            |        |
| 2001    | OP 2 - Compensation<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i>                 | 1   | LOT  | \$____     | \$____ |
|         | OP 2 - ODCs<br>Award Type: Cost<br>Product Service Code: R497  |     |      |            |        |



|  |  |   |     |        |        |
|--|--|---|-----|--------|--------|
|  | Accounting Info: <i>[insert from Phoenix]</i>  |   |     |        |        |
| 3001   | Option Period (OP) 3 - Compensation<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i> | 1 | LOT | \$____ | \$____ |
|  | OP 3 - ODCs<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i>                         |   |     |        |        |
| 4001   | Option Period (OP) 4 - Compensation<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i> | 1 | LOT | \$____ | \$____ |
|  | OP 4 - ODCs<br>Award Type: Cost<br>Product Service Code: R497<br>Accounting Info: <i>[insert from Phoenix]</i>                         |   |     |        |        |
| Total Estimated Cost <i>[base + options]</i> |  |   |     |        | \$____ |

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>.

**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 Provision 2 and 5 CFR 2635. See <https://www.oge.gov/web/oge.nsf/OGE%20Regulations>

AAPDs and CIBs 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 AAPDs and CIBs apply to this contract.

**5. PSC Ombudsman** The PSC Ombudsman serves as a resource for any Personal Services Contractor who has entered into a contract with the United States Agency for International Development and is available to provide clarity on their specific contract with the agency. Please visit our page for additional information: <https://www.usaid.gov/partner-with-us/acquisition-assistance-ombudsman/psc-ombudsman>

The PSC Ombudsman may be contacted via: [PSCOmbudsman@usaid.gov](mailto:PSCOmbudsman@usaid.gov).

## 6. FAR Provisions Incorporated by Reference

|           |  |  |
|-----------|--|--|
| 52.204-27 | PROHIBITION ON THE BYTEDANCE COVERED APPLICATION |  |
|-----------|--|--|

### AAPD 06-10 – PSC MEDICAL EXPENSE PAYMENT RESPONSIBILITY

General Provision 28, 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) MEDICAL EVACUATION (MEDEVAC) SERVICES – Please see Attachment 2 to this solicitation for information on AAPD No. 18-02.

(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 II**

### **Title 48 of the Code of Federal Regulations (CFR) Chapter 7. USAID Acquisition Regulation (AIDAR)**

#### **APPENDIX D – DIRECT USAID CONTRACTS WITH A U.S. CITIZEN OR A U.S. RESIDENT ALIEN FOR PERSONAL SERVICES ABROAD**

##### **GP 25. MEDICAL EVACUATION (MEDEVAC) SERVICES (DEC 2019)**

A contractor who is required to relocate abroad and accompanying eligible family members; or a contractor on official travel status abroad on temporary duty or training, will be provided Medevac services through the Department of State, Bureau of Medical Services, similar to that provided to U.S. Government employees in 16 FAM 300 Medical Travel. Medevac costs that will be covered by USAID include travel and per diem, but do not include medical care costs.

To be eligible for Medevac services covered by the Department of State Medevac program, the contractor and accompanying eligible family members must obtain and maintain international health insurance coverage in accordance with the clause of the contract entitled, “Insurance.”

##### **GP 29. INCENTIVE AWARDS (DEC 2019)**

The contractor is eligible to receive certain monetary and non-monetary USAID incentive awards in accordance with the AIDAR and USAID internal policy.

## **ATTACHMENT III**

### **PERSONAL SERVICES CONTRACTS WITH INDIVIDUALS**

#### **PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

##### **Subpart 52.2—Text of Provisions and Clauses**

##### **52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, Alternate 70.**

##### **ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)-Alternate 70 (OCT 2021) (M/OAA-DEV-FAR22-01c)**

**(a) *Definition.*** *As used in this clause -*

*United States or its outlying areas means—*

- (1) The fifty States;
- (2) The District of Columbia;

- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

**(b) Authority.** This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

**(c) Personal Services Contracts with individuals.** As a matter of policy, the contractor must comply with the USAID’s guidance applicable to direct-hire federal employees.

**(End of clause)**

Notice Regarding Any Court Order Affecting the Implementation of E.O. 14042 USAID will take no action to enforce the clause (FAR 52.223-99) implementing the requirements of Executive Order 14042, absent further written notice from USAID, where the place of performance identified in the contract is in a U.S. state or outlying area subject to a court order prohibiting the application of requirements pursuant to the Executive Order (hereinafter, “Excluded State or Outlying Area”). In all other circumstances, USAID will enforce the clause, except for contractor employees who perform substantial work on or in connection with a covered contract in an Excluded State or Outlying Area, or in a covered contractor workplace located in an Excluded State or Outlying Area. A current list of such Excluded States and Outlying Areas is maintained at <https://www.saferfederalworkforce.gov/contractors/>.

**[END OF PROVISION]**