

|   |                         |   |   |                          |
|---|-------------------------|---|---|--------------------------|
| <b>SOLICITATION/CONTRACT</b><br>BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27  |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   | RATING  | PAGE OF PAGES<br>1 OF 21 |
| 2. CONTRACT NO.   | 3. AWARD/EFFECTIVE DATE | 4. SOLICITATION NUMBER<br>7200AA21R00074  | 5. SOLICITATION TYPE<br><input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) |                          |
| 7. ISSUED BY<br>USAID M/OAA<br>Office of Acquisition & Assistance<br>1300 Pennsylvania Avenue, NW, UA<br>Washington DC 20523-1000 |                         | 8. THIS ACQUISITION IS<br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 541990<br><input type="checkbox"/> 8(A) SIZE STANDARD: \$16.50 |   |                          |
| 9. (AGENCY USE)   |                         | 6. SOLICITATION ISSUE DATE<br>08/24/2021  |   |                          |

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)  
 SUPPLIES  SERVICES

|   |                                       |
|---|---------------------------------------|
| 11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN. | 12. ADMINISTERED BY<br>Not Applicable |
|---|---------------------------------------|

|  |                             |
|--|-----------------------------|
| 13. CONTRACTOR OFFEROR<br>TELEPHONE NO.<br>UNIQUE ENTITY IDENTIFIER<br><input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 14. PAYMENT WILL BE MADE BY |
|--|-----------------------------|

15. PROMPT PAYMENT DISCOUNT

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION  
 10 U.S.C. 2304  41 U.S.C. 253

| 17. ITEM NO. | 18. SCHEDULE OF SUPPLIES/SERVICES | 19. QUANTITY | 20. UNIT | 21. UNIT PRICE | 22. AMOUNT |
|--------------|-----------------------------------|--------------|----------|----------------|------------|
|              |                                   |              |          |                |            |

|                                       |   |
|---------------------------------------|---|
| 23. ACCOUNTING AND APPROPRIATION DATA | 24. TOTAL AWARD AMOUNT<br>(FOR GOVERNMENT USE ONLY) |
|---------------------------------------|---|

|  |  |
|--|--|
| 25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET <input checked="" type="checkbox"/> FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | 26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS <input type="checkbox"/> OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
|--|--|

|  |             |   |             |
|--|-------------|---|-------------|
| 27. SIGNATURE OF OFFEROR/CONTACTOR       |             | 28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) |             |
| NAME AND TITLE OF SIGNER (TYPE OR PRINT) | DATE SIGNED | NAME OF CONTRACTING OFFICER<br>Joseph Hamilton                  | DATE SIGNED |

**NO RESPONSE FOR REASONS CHECKED**

|                          |                                   |                          |   |
|--------------------------|-----------------------------------|--------------------------|---|
| <input type="checkbox"/> | CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> | CANNOT MEET DELIVERY REQUIREMENT  |
| <input type="checkbox"/> | UNABLE TO IDENTIFY THE ITEM(S)    | <input type="checkbox"/> | DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED   |
| <input type="checkbox"/> | OTHER (Specify)                   |                          |   |
| <input type="checkbox"/> | WE DO                             | <input type="checkbox"/> | WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED |

|   |  |
|---|--|
| NAME AND ADDRESS OF FIRM (Include ZIP Code) | SIGNATURE                              |
|   | TYPE OR PRINT NAME AND TITLE OF SIGNER |

FROM:

AFFIX  
STAMP  
HERE

TO:  
7200AA  
USAID M/OAA  
Office of Acquisition & Assistance  
1300 Pennsylvania Avenue, NW, UA  
Washington DC 20523-1000

SOLICITATION NO. 7200AA21R00074

DATE AND LOCAL TIME \_\_\_\_\_



**SOLICITATION NUMBER:** Sol\_7200AA21R00074  
**ISSUANCE DATE:** August 24, 2021  
**QUESTIONS DUE:** September 04, 2021 12:00 PM Est. Time  
**CLOSING DATE/TIME:** September 28, 2021 5:00 PM Est. Time

This solicitation will be open annually according to the schedule in Attachment 1 (Section 3).

**SUBJECT: Solicitation for U.S. Personal Service Contractor (USPSC) Global Health Intermittent Health Development Officer (Multiple Positions)**

Dear Prospective Offerors/Candidates:

The United States Government, represented by the U.S. Agency for International Development (USAID), Office of Country Support (OCS), is seeking offers from qualified U. S. Citizens to provide personal services as a Health Development Officer under a United States Personal Services Contract (USPSC), as described in the solicitation.

Questions: Questions regarding this solicitation must be submitted via email and shall be sent directly to Joseph T. Hamilton at the USAID Global Health Intermittent General Health Development Officer USPSC Solicitation Mailbox: “[uspscghdoint@usaid.gov](mailto:uspscghdoint@usaid.gov)”. All questions are due by the “QUESTIONS DUE” date and time specified above.

Submission Due Date and Time: Electronic submission of proposals shall be submitted by the above stated closing date and time via email to [uspscghdoint@usaid.gov](mailto:uspscghdoint@usaid.gov) or **will not** be considered in evaluation.

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

Any questions must be directed in writing to the mailbox specified in above.

Sincerely,

Joseph T. Hamilton  
Contracting Officer

**ATTACHMENT 1**

**I. GENERAL INFORMATION**

1. **SOLICITATION NO.:** **7200AA21R00074**

2. **ISSUANCE DATE:** **August 24, 2021**

3. **CLOSING DATE AND TIME FOR RECEIPT OF OFFERS**

This solicitation will be open annually according to the following schedule:

**Round 1**

**QUESTIONS DUE:** **September 04, 2021, 12:00 PM Est. Time**

**CLOSING DATE/TIME:** **September 28, 2021, 5:00 PM Est. Time**

**Round 2**

**QUESTIONS DUE:** **September 04, 2022, 12:00 PM Est. Time**

**CLOSING DATE/TIME:** **September 28, 2022, 5:00 PM Est. Time**

**Round 3**

**QUESTIONS DUE:** **September 04, 2023, 12:00 PM Est. Time**

**CLOSING DATE/TIME:** **September 28, 2023, 5:00 PM Est. Time**

**Offerors not selected during a previous review period will have the opportunity to reapply for the subsequent rounds to be reconsidered.**

4. **POINT OF CONTACT:** [uspscghdoint@usaid.gov](mailto:uspscghdoint@usaid.gov)

5. **POSITION TITLE:** Intermittent Health Development Officer

6. **MARKET VALUE:** GS-14 equivalent; does not include Locality Pay

Final compensation will be negotiated within the listed market value range. Salaries over and above the top of the pay range will not be entertained or negotiated. As this is a United States based PSC, offerors who live outside the Washington, D.C. area will be considered for employment, but no relocation expenses will be reimbursed.

**7. PERIOD OF PERFORMANCE:**

Five years estimated to start on February 15, 2022. The base period will be one year, estimated to start on February 15, 2022. Based on Agency need and the PSC's satisfactory performance, the Contracting Officer may exercise four additional option periods for one year each for the dates estimated as follows:

|                  |                                       |
|------------------|---------------------------------------|
| Base Period:     | February 15, 2022 – February 14, 2023 |
| Option Period 1: | February 15, 2023 – February 14, 2024 |
| Option Period 2: | February 15, 2024 – February 14, 2025 |
| Option Period 3: | February 15, 2025 – February 14, 2026 |
| Option Period 4: | February 15, 2026 – February 14, 2027 |

**8. PLACE OF PERFORMANCE:** Worldwide

The Place of Performance is subject to the "In Country" Mission's Current Teleworking policies. The location of performance is "Worldwide", meaning all assignments take place outside of the United States. possible travel as stated in the Statement of Duties listed in Number 11 below for the duration of all assignments.

**9. ELIGIBLE OFFERORS:**

U.S. citizens or eligible offerors per AIDAR 702 and Appendix D.

**10. SECURITY LEVEL REQUIRED:**

Secret Clearance as determined by ADS 309.3.1.14 and SEC ADS 500 Chapters

**11. STATEMENT OF DUTIES**

**1. General Statement of the Purpose of the Contract.**

**a. Background**

USAID's Office of Country Support (OCS) is GH's hub for providing integrated strategic, technical, and programmatic assistance to USAID Mission health teams. Serving as a bridge between USAID/Washington and Missions, GH/OCS coordinates across the GH Bureau and Regional Bureaus to streamline support to Missions. This support aims to assist Missions to achieve country-level development objectives; develop, implement, and monitor the quality of field programs and activities; meet Agency design, monitoring and reporting requirements; and

facilitate Washington/Mission alignment of USAID health priorities. GH/OCS also supports the GH's Country Health Team System, which draws on GH staff expertise from across Bureau offices to monitor and address strategic, technical, and programmatic issues, working with mission health staff to improve country and regional programming. Over the past five years, one of the most challenging issues missions have faced has been mission staffing shortages due to unexpected delays in filling vacant positions or extended leave such as home leave or annual leave.

USAID/GH continues to build its capacity to become more effective and responsive to these Mission staffing shortages. Over the last few years, OCS has employed a group of intermittent USPSCs to serve in the "Firehouse" to meet a broad range of Mission needs. These intermittent USPSCs are skilled health professionals with years of experience in leadership, and management and technical positions. The new USPSCs that will be awarded from this solicitation will join the existing group of experienced Firehouse professionals to fill temporary gaps in Missions. Those serving in the Firehouse must be prepared to work abroad in USAID missions and embassies, often with little time for preparations. Deployments can be for any period from two months to 6 months or more.

#### **b. Basic Functions**

This position calls for experienced health professionals with the presence, knowledge and the leadership skills to serve in leadership positions at select USAID missions abroad. The Health Development Officer will support USAID missions overseas in the management of mission health programs, overseeing and supporting a wide range of health development programs in various locations, and providing technical assistance. The incumbent must also have the flexibility and experience to oversee program design and development, as well as manage local and/or international technical experts. The Health Development Officer may be called upon to develop strategies, analytical models and/or methodologies to contribute to mission planning. He/she may also lead evaluations of existing or completed programs, develop new projects, and oversee project modifications, design, or closeout. The Health Development Officer performs under the assigned mission's authority with latitude to exercise independent judgment and decision-making in health program areas, under that authority.

#### **2. Statement of Duties to be Performed [enumerate all specific duties; never indicate "other duties as assigned"]**

During assignments, the incumbent may be responsible for liaising with the senior management officials within the US Department of State including the U.S. Ambassador or his/her designee in addition to the direct supervision of a Mission Director, Deputy Mission Director, or his/her designee. The incumbent may also be required to liaise with senior management officials at other agencies of the US Government, international organizations, and the non-government community abroad. He/she may be asked to represent USAID to local officials, the private sector, diplomatic mission, and international organizations; and visit program sites outside the primary office setting, acting according to USG protocol and

regulations. The incumbent should have the skills and experience to provide authoritative advice and guidance to resolve, implement and manage health policy issues and oversee local and international technical experts in health technical areas. He/she requires the expertise to advise the Agency, Mission, and other development collaborators about the range and relative effectiveness of health programs and contribute to overall mission planning.

While every deployment is different, the incumbent may perform the following duties while deployed:

- Serve as a member of the USAID's Mission Senior Leadership Team. As such, will advise Ambassador, Mission Leadership, and/or USAID Washington on development, crisis, or conflict issues relevant to USAID. This will also include liaising with other USG agencies, bilateral and multilateral organizations, and diplomatic missions.
- Manage an office of local and expatriate personnel who are responsible for a range of programs (excluding direct hire staff unless granted Mission Director waiver approval).
- Oversee the work of mission personnel (excluding direct hire staff unless granted Mission Director waiver approval) who manage contracts, grants and/or cooperative agreements to implement programs within the mission portfolio in a range of sectors.
- Report, monitor, advise, and evaluate USAID health programs, and work to modify current programs or design new ones, as directed by Mission management. Serve as a USAID health representative, establishing and maintaining contacts with representatives of local government and communities, including civil society organizations, implementing partners, and other NGOs and international organizations.
- Oversee administrative and accountability requirements related to USAID office operations, ensuring these are handled in accordance with established policies and procedures.
- Report to and be supervised by the Mission Director, Deputy or Mission designee.
- As requested by Mission management, establish, and maintain contact with senior management officials of the US Embassy, other USG agencies, bilateral and multilateral organizations, and diplomatic missions.
- Ensure USAID is appropriately represented at health functions and meetings; work with stakeholders to further their understanding, appreciation, ownership, and participation in USAID supported programs.
- Mentor and support junior Foreign Service Officers as well as Foreign Service National staff.
- Working across Missions and regions, the employee will gain a wealth of information and lessons from Missions to undertake the following with OCS, Regional Bureaus, and GH Country Teams:

- Identify critical issues across Missions that need recognition and solutions by OCS, GH and/or the regional bureau Front Office.
- Identify opportunities for strategic learning and sharing of key lessons learned between Missions/country programs, GH Country Teams and USAID/Washington health sector.
- Document evidence from Mission experiences for global consumption, working with the Country Team, OCS and the OCS Communication Specialist to ensure broad dissemination and promotion of key findings to appropriate stakeholders.
- During Mission assignments, the employee will maintain engagement with the OCS supervisor and the GH Country Team-ensuring awareness of key issues and health programming in-country. The employee will respond to requests for information concerning Mission programs.

### **3. Supervisory Relationship**

The USPSC reports to the head of the Field Coordination Unit (FCU), Office of Country Support (GH/OCS). As the supervisor, the FCU Lead will provide guidance to the PSC in the form of policy, program, and administrative directives. While on assignment, the PSC will report to and receive guidance from a designated TDY supervisor within the Mission. The PSC will function with a high degree of independence, including taking actions to identify and resolve problems, identify needs and/or opportunities, and develop appropriate strategies to address them. The PSC will keep the FCU Lead, or designee, informed of the TDY progress.

### **4. Supervisory Controls:**

During deployment, the supervisor at the USAID mission will set overall objectives and provide technical direction and day-to-day supervision. The employee and the supervisor together will develop deadlines, projects, and other assigned work, which are subject to mission approval and consistent with mission policies, and protocols. The PSC is expected to take initiative, act independently, and perform with minimal direction in planning and carrying out assignments, resolving conflicts, coordinating with others and interpreting policies in terms of established objectives as part of a fast-paced environment. Working with the Field Coordination Unit (FCU) Lead, the OCS Deputy Director will provide overall direction and supervision of the PSCs.

## **12. PHYSICAL DEMANDS**

The work is mostly sedentary. Some walking, bending, and carrying light items may be required. TDYs and field trips usually involve substantial physical stamina to cope with poor transportation and long work hours.

## **II. MINIMUM QUALIFICATION REQUIRED FOR THE POSITION**

Candidates who do not meet **all** of the below requirements for basic eligibility for the position, 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. Experience should include working overseas in a health technical area(s) and knowledge of the objectives and operations of the US government and/or similar program activities of other international donor organizations. One year of experience refers to full-time work; part-time work is considered on a prorated basis.

**Minimum requirements include:**

- U.S. Citizenship
- English fluency (speaking/reading/writing)
- Ability to obtain the Secret level security clearance provided by USAID
- Ability to obtain a Department of State Class 1 worldwide medical clearance
- Availability to travel for up to 5 months per year to a range of countries including but not limited to Non-Permissive Environments (NPEs) or, potentially, high threat countries such as South Sudan, Haiti, and Nigeria.

**Education & Experience Requirements:**

- Minimum Education: Master's degree with significant study pertinent to the health fields, including, but not limited to Public Health or other relevant field, including public policy, health sciences, health administration. Applicants must provide satisfactory verification of academic credentials.
- Minimum Experience: Minimum of **seven (7)** years of recent public health, including program management experience.
- Experience with USG foreign affairs missions, international assistance organizations, and/or non-governmental organizations in international development.

**III. EVALUATION AND SELECTION FACTORS**

The selection factors are used to determine the competitive scoring of qualified applicants. The factors are stated in descending order of importance. Applicants must submit a complete resume and satisfactory verification of academic credentials.

**BASIS OF RATING:**

All applications will be evaluated based on the documentation submitted with the application. Applicants who meet the Education/Experience requirements will be further evaluated based on rating of the Evaluation Factor (EF) responses. Those applicants determined to be competitively ranked, will also be evaluated on interview performance and satisfactory professional reference checks.

Applicants determined to be competitively ranked, will be invited for an Interview, and may be required to provide a writing sample. Virtual or face-to-face interviews will be conducted in Washington D.C. GH/OCS will not pay for expenses associated with the interview but will conduct Google Meets interviews

for those not able to interview in person. Professional references and academic credentials will be evaluated for each applicant being considered for selection in accordance with the evaluation factors described in this document.

The successful candidate will be selected based on a review of his/her qualifications, work experience, skills, and abilities, an interview, and the results of reference checks. The hiring official may check references that have not been specifically identified by applicants and may check references before or after a candidate is interviewed. The candidate with the highest overall rating will be selected based on the criteria within this solicitation.

## **EVALUATION FACTORS**

### **Factor 1: Professional Leadership Experience and Management Skills**

- Leadership experience leading offices, teams, or health portfolios.
- Skills in managing, budgeting, assessing, and providing high-level advising on international health programs.
- Experience interacting and coordinating with U.S. government agencies, foreign governments, international and/or non-governmental organizations.

### **Factor 2: Communication, Teamwork, and Interpersonal Skills**

- Skills communicating (written and orally) high-level priorities to U.S. government stakeholders, foreign governments, and/or multilateral and international organizations.
- Ability to maintain and foster effective working relationships, and work collaboratively as a team member with international, multidisciplinary teams.

### **Factor 3: Technical Skills**

- Experience working in one or more of the following technical areas in public health: HIV/AIDS, family planning/reproductive health, maternal and child health, nutrition, infectious diseases, environmental health, health systems strengthening, health financing and/or other technical health areas.

## **IV. SUBMITTING AN OFFER:**

All required documents stated in this solicitation for offers, must be **received** by the closing date and time at the email address specified in the cover letter.

Qualified individuals are **required** to submit:

1. **A complete resume.** Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in Section **III. EVALUATION AND SELECTION FACTORS** of this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your

qualifications for the position will result in loss of full consideration. Resume or CV should not exceed 3 pages. To fully evaluate your application, your resume must include:

- (a) All full time paid positions, job title, location(s), hours per week, and dates held (month/year), and salary history 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 10 years.
- (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.
- (f) Applicants must provide satisfactory verification of master's level academic credentials.

2. Eligible offerors are required to complete and submit the offer **form AID 309-2**, "Offeror Information for Personal Services Contracts with Individuals," available at <http://www.usaid.gov/forms>.

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

4. Offeror submissions must clearly **reference the Solicitation number** on all offeror submitted documents.

Additional documents submitted will not be accepted.

By submitting your application materials, you certify that all of the information on and attached to the application is true, correct, complete, and made in good faith. You agree to allow all information on and attached to the application to be investigated. False or fraudulent information on or attached to your application may result in you being eliminated from consideration for this position, or being terminated after award, and may be punishable by fine or imprisonment.

To ensure consideration of applications for the intended position, please reference the solicitation number on your application, and as the subject line in any email.

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

The CO will provide instructions about how to complete and submit the following forms after an offeror is selected but before the contract is issued.

Forms outlined below can found at:

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

1. Form AID 309-2 (With Resume Attached). \*\*
2. Medical History and Examination Form (DS-6561). \*\*
3. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
4. Questionnaire for Non-Sensitive Positions (SF-85). \*\*
5. Finger Print Card (FD-258). \*\*
6. Employment Eligibility Verification (I-9). \*\*

Forms 2 through 6 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

## **VI. BENEFITS AND ALLOWANCES**

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

1. **BENEFITS (if Applicable) :**
  - 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).\***
  - 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), and
  - g. Danger Pay (Section 650).

\* Department of State Standardized Regulations (Government Civilians Foreign Areas).

## **VII. TAXES**

USPSCs are required to pay Federal Income Taxes, FICA, and Medicare.

## **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/sites/default/files/documents/1868/aidar\\_0.pdf](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>. Pricing by line item is to be determined upon contract award as described below:

#### LINE ITEMS

| Item Number | Description                       | Quantity | Unit | Total Amount |
|-------------|-----------------------------------|----------|------|--------------|
| 1           | Base Salary                       | 1        |      |              |
| 2           | Base Benefits                     | 1        |      |              |
| 3           | Base Other Compensation           | 1        |      |              |
| 4           | Option Year 01 Salary             | 1        |      |              |
| 5           | Option Year 01 Benefits           | 1        |      |              |
| 6           | Option Year 01 Other Compensation | 1        |      |              |
| 7           | Option Year 02 Salary             | 1        |      |              |
| 8           | Option Year 02 Benefits           | 1        |      |              |
| 9           | Option Year 02 Other Compensation | 1        |      |              |
| 10          | Option Year 03 Salary             | 1        |      |              |
| 11          | Option Year 03 Benefits           | 1        |      |              |
| 12          | Option Year 03 Other Compensation | 1        |      |              |
| 13          | Option Year 04 Salary             | 1        |      |              |
| 14          | Option Year 04 Benefits           | 1        |      |              |
| 15          | Option Year 04 Other Compensation | 1        |      |              |

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>.

a. **AAPDs Pertaining to PSCs**

- AAPD 18-02 Revisions to Medevac Policies for USPSCs and TCNPSCs (December 2019)
- AAPD 15-02 Revised - 2 Continuation of Deviation from the ‘Leave and Holidays’ clause, including Family and Medical Leave, under AIDAR Appendix D (December 2019)
- AAPD 06-10 PSC Medical Expense Payment Responsibility (October 2006)
- AAPD 10-01 - REIMBURSEMENT AMOUNTS FOR HEALTH INSURANCE (January 2010)
- AAPD 10-01 Personal Services Contractors (USPSCs) -- CHANGES IN USG

REIMBURSEMENT AMOUNTS FOR HEALTH INSURANCE AND PHYSICAL EXAMINATION COSTS (January 2010)

• AAPD 06-08 AIDAR, APPENDICES D AND J: USING THE OPTIONAL SCHEDULE TO INCREMENTALLY FUND CONTRACTS – (JUNE 2006)

**b. FAR Clauses Incorporated by Reference**

The following FAR clauses are hereby incorporated by reference in accordance with FAR 52.252-2, "Clauses Incorporated by Reference." The full text of each clause may be accessed on the Internet at this address: <https://www.acquisition.gov/far/index.html>

**FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>

| ITEM NO. | FAR NO.   | TITLE   |
|----------|-----------|---|
| FC 1.    | 52.203-7  | ANTI-KICKBACK PROCEDURES (JUN 2020)   |
| FC 2.    | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) |
| FC 3.    | 52.204-2  | SECURITY REQUIREMENTS   |
| FC 4.    | 52.215-2  | AUDIT AND RECORDS – NEGOTIATIONS (JUN 2020)                                 |
| FC 5.    | 52.224-1  | PRIVACY ACT NOTIFICATION (APR 1984)   |
| FC 6.    | 52.224-2  | PRIVACY ACT (APR 1984)  |
| FC 7.    | 52.229-8  | FOREIGN COST REIMBURSEMENT CONTRACTS  |
| FC 8.    | 52.232-17 | INTEREST (May 2014)   |
| FC 9.    | 52.232-20 | LIMITATION OF COST (APR 1984)   |
| FC 10.   | 52.232-22 | LIMITATION OF FUNDS (APR 1984)  |
| FC 11.   | 52.232-23 | ASSIGNMENT OF CLAIMS (MAY 2014)   |
| FC 12.   | 52.237-2  | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)     |
| FC. 13   | 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)                               |
| FC 14.   | 52.246-5  | INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)                      |
| FC. 15.  | 52.246-25 | LIMITATION OF LIABILITY – SERVICES (FEB 1997)                               |
| FC. 16.  | 52.252-2  | CLAUSES INCORPORATED BY REFERENCE (FEB 1998)                                |
| FC 17.   | 52.203-5  | COVENANT AGAINST CONTINGENT FEES (MAY 2014)                                 |

**c. FAR Clauses Incorporated in Full Text**

**52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

*Bona fide employee*, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

*Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

*Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**(End of clause)**

**52.232-34 Payment by Electronic Funds Transfer - Other than System for Award Management. (JUL 2013)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this

information directly to the office designated in this contract to receive that information (hereafter: "designated office") by [the contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government

shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction

instruction to the Federal Reserve System, and-



- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
- (1) The contract number (or other procurement identification number).
  - (2) The Contractor's name and remittance address, as stated in the contract(s).
  - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the

wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**(End of Clause)**

**FAR 52.233-1 Disputes. (MAY 2014)**

- (a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.
- (b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d)(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**(End of clause)**

**FAR 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)**

(a) Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): (State reasons):

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(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**(End of clause)**

#### **d. Governing Law**

This contract is established under the procurement authorities of the United States Government and shall be interpreted in accordance with the body of Federal Procurement Law in the United States. This contract is a complete statement of the duties, compensation, benefits, leave, notice, termination, and the like; therefore, the laws of the country of performance with respect to labor and contract matters shall not apply to either the carrying out of the obligations of the parties or to the interpretation of this agreement.

**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> .

#### **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/work-usaid/personal-service-contracts-ombudsman>

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

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

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

NOTE: As of March 28, 2018, all new SAM.gov entity registrations will now require a signed notarized letter identifying the authorized Entity administrator for the Entity associated with the DUNS number. Additional information on the format of the notarized letter and where to submit can be found via the below Federal Desk link: <https://www.fsd.gov/fsd-gov/home.do>

**EQUAL EMPLOYMENT OPPORTUNITY**

[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.]

**END OF SOLICITATION**