



**USAID**  
FROM THE AMERICAN PEOPLE

## Request for U.S. Personal Service Contractor

### USAID Global Health Bureau

Position Title: Zika Team Lead  
Solicitation Number: SOL-OAA-16-000112  
Salary Level: GS-15 Equivalent Level (\$128,082-\$160,300)  
Issuance Date: May 11, 2016  
Closing Date: May 25, 2016  
Closing Time: 5 p.m. EST

#### Prospective Applicants:

The United States Government represented by the U.S. Agency for International Development (USAID) Bureau for Global Health (GH) is seeking applications from qualified U.S. citizens to provide personal services as a Zika Team Lead under a U.S. Personal Services Contract (USPSC), as described in the attached solicitation.

Applications must be submitted in accordance with the attached information at the place and time specified. Applicants interested in applying for this position **MUST** submit the following materials:

- 1) **Resume** (see attached solicitation for detailed resume requirements)
- 2) **List of References** (see attached solicitation for reference requirements)
- 3) **Supplemental document addressing the Evaluation Factors** (see attached solicitation for Evaluation Factors and submission requirements)
- 4) **USPSC Application Form AID 302-3**. Applicants are required to complete and sign the form.

Additional documents submitted will not be accepted. Incomplete or late applications will not be considered. Complete applications must be received by the closing date and time specified above. Applications must be submitted via e-mail to [info@globalcorps-health.com](mailto:info@globalcorps-health.com) via or online application at [www.globalcorps-health.com](http://www.globalcorps-health.com). Any questions on this solicitation may be directed to:

Jaimee Eingurt  
Tel: 202-470-4278  
E-Mail Address: [jeingurt@usaid.gov](mailto:jeingurt@usaid.gov)

Sincerely,

Patricia Bradley  
Contracting Officer

## Solicitation for a USPSC Global Health Zika Team Lead SOL-OAA-16-000112

Solicitation for U.S. Personal Service Contractor (USPSC) Global Health Zika Team Lead

- 1. SOLICITATION NO.:** SOL-OAA-16-000112
- 2. ISSUANCE DATE:** May 11, 2016
- 3. CLOSING DATE/TIME FOR RECEIPT OF APPLICATIONS:** May 25, 2016; 5 p.m. EST
- 4. POSITION TITLE:** Zika Team Lead
- 5. MARKET VALUE:** GS-15 Equivalent Level: (\$128,082-\$160,300 annually, includes locality pay). Final compensation will be negotiated within the listed market value based upon the successful candidates' salary history, work experience, and educational background. **Salaries over and above the top of the pay range will not be entertained or negotiated.**
- 6. PERIOD OF PERFORMANCE:** Two (2) years, with three (3) option years, subject to availability of funds, continued need for the services, and quality of contract performance.
- 7. PLACE OF PERFORMANCE:** Washington, DC
- 8. STATEMENT OF WORK:**

### BACKGROUND

Since late 2015, the Administration has been working to combat the Zika virus, which is primarily spread through the bite of an infected Aedes species mosquito. CDC has determined that there is a link between the Zika virus infection and birth defects, specifically microcephaly, and other neurological diseases. There is no known vaccine to prevent or specific medicine to treat Zika infections but USAID is working along with other Federal agencies and international partners to support efforts to identify, localize, and prevent continuing spread of the Zika virus throughout Central and South America and the Caribbean, and other affected areas, to limit the spread and effects of the virus, and to protect international and domestic populations.

National surveillance systems, laboratory capacity, and preparedness across the developing world are insufficient to deal with the influx of new and emerging pathogens. It is estimated that of the 194 countries committed to International Health Regulations, only 35 percent are fully prepared to detect and respond to pandemic threats. USAID, working with our interagency and international partners is working to address this through many of our existing programs.

USAID's Zika response will build on ongoing preparedness efforts by supporting a range of activities: provide effective communications and messaging to keep impacted publics informed; support efforts to mitigate the spread of the disease through Integrated Vector Management; leverage new technologies; and provide care and support for women, pregnant women, and children in the affected countries, while adjusting practices as new information becomes available.

### INTRODUCTION

The USAID Zika Team oversees programs that support affected countries' ability to control

## Solicitation for a USFSC Global Health Zika Team Lead SOL-OAA-16-000112

mosquitoes and the transmission of the virus; support maternal health; expand public education on prevention and response; and create new incentives for the development of vaccines and diagnostics. Activities focus particularly on South America, Central America, the Caribbean, and include the following:

- Implementing integrated vector management activities in countries at-risk of Zika virus;
- Stimulating private sector research and development of vaccines, diagnostics, and vector control innovations through public private partnerships and mechanisms to provide incentives such as advance market commitments or volume guarantees;
- Supporting training of health care workers in affected countries, including providing information about best practices for supporting children with microcephaly;
- Supporting pregnant women's health, including helping them access repellent to protect against mosquitoes.
- Establishing education campaigns to empower communities in affected countries to take actions to protect themselves from Zika Virus as well as other mosquito-borne diseases; and
- Coordinating the [Global Health Security Grand Challenge](#) calling for groundbreaking innovations in diagnostics, vector control, personal protection, community engagement and surveillance for Zika and other infectious diseases.

The Zika Team is a part of the Global Health Bureau and works closely with the Latin America and Caribbean Bureau, Management Bureau, Legislative and Public Affairs, and the Office of Budget and Resource Management. The Zika Team also works with internal and external stakeholders, including Bureaus listed above, other USG Agencies, the National Security Council (NSC), Office of Management and Budget (OMB), Congress, NGOs, donors, the private sector, and others as appropriate.

### 9. CORE FUNCTIONAL AREAS OF RESPONSIBILITY:

#### DUTIES AND RESPONSIBILITIES

The Team Lead will primarily be responsible for leadership, guidance, and reporting on the implementation of Zika-related activities, including:

- Overseeing programs and engaging staff of Global Health Zika Team;
- Maintaining team staffing including recruiting, training, and organizing detailees;
- Overseeing the technical implementation of Zika-related programming in coordination with the overseas USAID mission staff;
- Ensuring the Congressional and Federal reporting requirements are fulfilled;
- Engaging interagency leadership and technical staff on Zika-related program implementation and oversight;
- Representing GH and USAID in meetings and discussions with senior officials and be required to achieve common understanding among the various parties and satisfactory solutions that address various objectives and concerns and meet USAID's needs;
- Operating with limited guidance and demonstrate high level judgment and understanding of sensitive policy issues;
- Traveling to South America, Central America, and the Caribbean for regular monitoring and evaluation visits.

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### SUPERVISORY RELATIONSHIP:

The Team Lead will take direction from and report directly to the Director of the Health, Infectious Disease and Nutrition Office (HIDN), or his/her designee within the Global Health Bureau.

### SUPERVISORY CONTROLS:

The Team Lead 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 policy in terms of established objectives as part of a fast-paced office environment.

### 10. PHYSICAL DEMANDS:

The work is sedentary in nature. No unusual physical demands are placed upon the incumbent; however the incumbent can expect to travel up to 30% of their time to the affected countries.

### 11. WORK ENVIRONMENT:

Work is primarily performed in an office setting, though the incumbent may travel to areas where site visits and extraordinary travel time is involved and that may entail working out of temporary duty residences or hotel rooms.

**12. START DATE:** Immediately, once necessary clearances are obtained.

**13. POINT OF CONTACT:** See Cover Letter.

### 14. QUALIFICATIONS FOR THE POSITION:

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

#### **Minimum Education and Experience Requirements:**

A Master's degree from an accredited college or university in public health, international relations or related field.

AND

At least 15 years of significant responsible professional experience in international development and health and management of complex programs with at least 7 years of experience working overseas, preferably in South America, Central America or the Caribbean. Prior U.S. Government or related experience is preferred.

#### **Selective Factors:**

## Solicitation for a USPSC Global Health Zika Team Lead SOL-OAA-16-000112

- Complete resume submitted. Experience that cannot be quantified will not be counted towards meeting the solicitation requirements;
- Supplemental document specifically addressing the Evaluation Factors (EFs) submitted;
- References submitted;
- Application form AID 302-3 submitted. Application form must be signed;
- U.S. Citizenship;
- Ability to travel internationally up to 30% of the time;
- Ability to obtain a SECRET level Department of State security clearance;
- Satisfactory verification of academic credentials.

*Note: Additional guidance concerning the resume, Evaluation Factors, and reference requirements is located in the “How to Apply” section below.*

### 15. EVALUATION FACTORS:

Applicants must address each Evaluation Factor listed below separately to demonstrate how s/he meets each. Unless stated otherwise, all sub-criteria within each Evaluation Factor will be weighted equally.

In no more than three (3) pages **total** (8 ½” x 11” paper only; no less than 11 point font; double sided pages count as 2 pages) describe your experience and knowledge of each Evaluation Factor listed below. When responding to the Evaluation Factor below, demonstrate how your experience relates to the duties and responsibilities listed. Cite examples where appropriate.

Candidates will be evaluated and ranked based on the following evaluation criteria:

#### 1. **Technical Knowledge** (30 points):

- Level of demonstrated understanding of health and infectious diseases in the Americas and the Caribbean;
- Level of demonstrated understanding of vector control programs;
- Level of demonstrated understanding of social and behavior change communications programs;
- Level of demonstrated understanding of humanitarian crises including emergency response.
- Written and oral proficiency in Spanish preferred.

#### 2. **Work Experience** (30 points):

- Level of demonstrated knowledge of and experience in managing health programming;
- Level of demonstrated ability to work effectively in a large bureaucracy, in a collegial environment, and on a large number of tasks simultaneously;
- Level of demonstrated experience managing budgets and funding;
- Strong written and oral communications skills including strong reporting skills;
- Strong problem-solving skills.

#### 3. **Interpersonal and Management skills** (20 points):

- Level of demonstrated management and organizational skills;
- Level of demonstrated ability to interact with a broad range of internal and external partners;
- Excellent team and networking skills.

**16. BASIS OF RATING/SELECTION CRITERIA:**

All applications will be evaluated and scored based on the documentation submitted with the application. Applicants who meet the Education/Experience requirements will be further evaluated based on scoring 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. USAID reserves the right to invite the highest and/or competitively ranked candidates for an interview and/or conduct reference checks only on those individuals.

Applicants are required to address each of the EFs 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 address the selection and/or Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

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

Master's degree from an accredited college or university in public health, international relations or related field. – **Pass/Fail**

At least 15 years of significant responsible professional experience in international development and health and management of complex programs with at least 7 years of experience working overseas, preferably in South America, Central America or the Caribbean. Prior U.S. Government or related experience is preferred. –**Pass/Fail**

Evaluation Factors have been assigned the following points:

- EF #1 – 30 points
- EF #2 – 30 points
- EF #3 – 20 points
- EF Total – **80 points**

Interview Performance (only applicable if you are invited for an interview) – **20 points**

Satisfactory Professional Reference Checks – **Pass/Fail**

**Total Possible Points: 100**

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

## 17.HOW TO APPLY:

Applications must be **received** by the closing date and time at the address specified in the cover letter. Qualified individuals are **required** to submit:

### 1) **Resume:**

- a) Your resume should contain sufficient information to make a valid determination that you fully meet the experience requirements as stated in this solicitation. This information should be clearly identified in your resume. Failure to provide information sufficient to determine your qualifications for the position will result in loss of full consideration. Resume or CV should not exceed 5 pages.
- b) In order to fully evaluate your application, your resume must include:
  1. All relevant positions, job title, location(s), and dates held (month/year). Dates (month/year) and locations for all overseas field experience must also be detailed.
  2. Specific duties performed that fully detail the level and complexity of the work.
  3. Education and any other qualifications including job-related training courses, job-related skills, or job-related honors, awards or accomplishments.
  4. Country of Citizenship.

### 2) **List of References:**

- a) Applicants must submit no fewer than three (3) and no more than five (5) professional references from employment within the last 10 years, who are not family members or relatives. Submitted references **MUST** include the following information:
  1. Name of reference
  2. Applicant's relationship to reference
  3. Title of reference at current job
  4. Reference's current telephone number (work or personal)
  5. Reference's email address (work or personal)

At least two (2) references must be from direct supervisors (current or prior) who can provide information regarding the applicant's relevant experience. Applicants are advised to ensure the information provided is current for all references.

### 3) **Supplemental document addressing the Evaluation Factors:**

- a) Applicants are required to address each Evaluation Factor in one separate document that is no more than three (3) pages total (8 ½" x 11" paper only; no less than 11 point font). If the narratives exceed three pages, the additional pages will **NOT** be reviewed or evaluated. Be sure to include your name and the announcement number at the top of each page. The narrative should describe your experience, training, and education that are relevant to this position as they apply to each Evaluation Factor listed in Section 15 above. Failure to address the Evaluation Factors may result in your not receiving credit for all of your pertinent experience, education, training and/or awards.

### 4) **USPSC Application Form AID 302-3:**

- a) Applicants are required to complete and sign the form.

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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.

### DOCUMENT SUBMITTALS:

**Via email:** [info@globalcorps-health.com](mailto:info@globalcorps-health.com)

**Via website:** [www.globalcorps-health.com](http://www.globalcorps-health.com)

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

**NOTE:** If the full security application package is not submitted within 30 days after it is requested, the offer may be rescinded. If a Secret security clearance is not obtained within six (6) months after offer acceptance, the offer may be rescinded.

### NOTE REGARDING GOVERNMENT OBLIGATIONS FOR THIS SOLICITATION

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

### NOTE REGARDING DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

All individuals contracted as USPSCs are required to have a DUNS Number. In this instance, USAID will provide a generic DUNS Number, and USPSCs are not required to register with CCR.

For general information about DUNS Numbers, please refer to Federal Acquisition Regulation (FAR) Clause 52.204-6, Data Universal Numbering System (DUNS) Number (10/2003)

[http://www.acquisition.gov/far/current/html/52\\_200\\_206.html](http://www.acquisition.gov/far/current/html/52_200_206.html)

### NOTE REGARDING COUNTER TRAFFICKING IN PERSONS CODE OF CONDUCT

USAID employees in the Civil Service and Foreign Service, as well as individuals employed through Personal Service Contracts, must adhere to our Counter Trafficking in Persons Code of Conduct. For information on the effort to counter all forms of human trafficking, including the procurement of commercial sex acts and the use of forced labor, visit

<http://www.state.gov/g/tip>. For more information about USAID, visit <http://www.usaid.gov>.

### 18. LIST OF REQUIRED FORMS FOR PSCs:

Forms outlined below can found at: <http://www.usaid.gov/forms/> or <https://www.usa.gov/>  
<http://www.forms.gov/bgfPortal/main.do>

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

1. Resume
2. USPSC Application Form AID 302-3
3. Medical History and Examination Form (DS-6561)
4. Questionnaire for Sensitive Positions (for National Security) (SF-86), or
5. Questionnaire for Non-Sensitive Positions (SF-85)
6. Finger Print Card (FD-258)
7. Employment Eligibility Verification (I-9)

Forms 3 through 7 shall be completed **ONLY** upon the advice of the Contracting Officer that an applicant is the successful candidate for the job.

**19. CONTRACT INFORMATION BULLETINS (CIBs) and ACQUISITION & ASSISTANCE POLICY DIRECTIVES (AAPDs) PERTAINING TO PSCs:**

CIBs and AAPDs contain changes to USAID policy and General Provisions in USAID regulations and contracts. Please refer to <http://www.usaid.gov/work-usaid/aapds-cibs#psc> to determine which CIBs and AAPDs apply to this contract.

**AAPD 06-10 – PSC MEDICAL PAYMENT RESPONSIBILITY**

AAPD No. 06-10 is hereby incorporated as Attachment 1 to the solicitation.

**AAPD 06-12 – HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) IMPLEMENTATION**

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

**AAPD 15-02 – AUTHORIZATION OF FAMILY AND MEDICAL LEAVE FOR U.S. PERSONAL SERVICES CONTRACTORS (USPSCs)**

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

**20. BENEFITS/ALLOWANCES:**

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

**BENEFITS:**

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

**ALLOWANCES (if Applicable):\***

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

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

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

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

**ATTACHMENT 1**

**Acquisition & Assistance Policy Directive (AAPD) No. 06-10  
PSC Medical Expense Payment Responsibility**

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

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

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

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

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

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

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

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

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

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

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10, the contractor must provide USAID written evidence that medevac insurance does not cover these medical travel costs.

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

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

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

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

**ATTACHMENT 2**

**Acquisition & Assistance Policy Directive (AAPD) No. 06-12  
Homeland Security Presidential Directive-12 (HSPD-12) (September 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

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

The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the contractor or completion of the contract, whichever occurs first.

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

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

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

**ATTACHMENT 3**

**Acquisition & Assistance Policy Directive (AAPD) 15-02 – Authorization of Family and Medical Leave for U.S. Personal Services Contractors (USPSCs) (December 2015)**

**GP 5. LEAVE AND HOLIDAYS (DEC 2015)  
(Pursuant to class deviation #M/OAA-DEV-AIDAR-16-1c)**

**(a) Annual Leave**

(1) The contractor is not entitled to annual leave if the period of performance of this contract is 90 days or less. If the contract period of performance is more than 90 days, the contractor shall earn annual leave as of the start date of the contract period of performance as specified in paragraph (a)(2) below.

(2) The contractor shall accrue annual leave based on the contractor’s time in service according to the following table:

| Time in Service            | Annual Leave (AL) Accrual Calculation  |
|----------------------------|--|
| 0 to 3 years               | Four hours of leave for each two week period   |
| over 3, and up to 15 years | Six hours of AL for each two week period (including 10 hours AL for the final pay period of a calendar year) |
| over 15 years              | Eight hours of AL for each two week period   |

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

(3)

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

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

(4) With the approval of the Mission Director or cognizant AA, as appropriate, and if the circumstances warrant, a Contracting Officer may grant the contractor advance AL in excess of the amount earned, but in no case may the Contracting Officer grant advance AL in excess of the amount earned in one year or

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over the life of the contract, whichever is less. The contractor agrees to reimburse USAID for any outstanding balance of advance AL provided during the contractor's assignment under the contract.

(5) Applicants for PSC positions will provide evidence of their PSC and/or USG direct-hire service - civilian and/or military experience, as applicable, on their signed and dated application form required under USAID policy. By signing the appropriate form, the applicant attests to the accuracy of the information provided. Any applicant providing incorrect information is subject to the penalty provisions in the form. If required to satisfy due diligence requirements on behalf of the Contracting Officer, the contractor may be required to furnish evidence that verifies length of service, e.g., SF 50, DD Form 214, and/or signed contracts.

### **(b) Sick Leave**

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

### **(c) Home Leave**

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

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

(i) if the USPSC returns to the same overseas post upon completion of home leave for an additional two (2) years under the same contract, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days; or

if the USPSC returns to the same overseas post upon completion of home leave for such shorter period of not less than one year, as approved in writing by the Mission Director prior to the USPSC's departure on home leave, the USPSC will receive home leave, to be taken at one time, for a period of 30 work days.

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

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

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

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(v) home leave must be taken in the U.S., its commonwealths, possessions or territories, and any days spent elsewhere will be charged to annual leave (AL.) If the PSC does not have accrued AL, the PSC will be placed on LWOP.

(vi) if the PSC does not complete the additional service required under (c)(2)(i) or (ii) (that the Contracting Officer finds are other than for reasons beyond the PSC's control), the cost of home leave, travel and transportation and any other related costs must be repaid by the PSC to the Government.

(3) Notwithstanding the requirement in paragraph (c)(2) above, that the USPSC must have served two (2) years overseas under personal services contract with the same Mission to be eligible for home leave, the USPSC may be granted advance home leave subject to all of the following conditions:

(i) Granting of advanced home leave would in each case serve to advance the attainment of the objectives of this contract; and

(ii) The USPSC has served a minimum of 18 months in the Cooperating Country under this contract; and

(iii) The USPSC agrees to return to the Cooperating Country to serve out the remaining time necessary to meet two (2) years of service overseas, plus an additional two (2) years under the current contract or under a new contract for the same or similar services at the same Mission. If approved in advance by the Mission Director, the USPSC may return to serve out any remainder of the two (2) year requirement for service overseas, plus an additional period of not less than one (1) year under the current contract or under a new contract for the same or similar services at the same Mission.

(4) The period of service overseas required under paragraph (c)(2), or paragraph (c)(3) above, will include the actual days in orientation in the U.S. (less language training). The actual days overseas begin on the date of arrival in the cooperating country inclusive of authorized delays enroute. Allowable annual and sick leave taken while overseas, but not LWOP, shall be included in the required period of service overseas. An amount equal to the number of days of annual and sick leave taken in the U.S., its commonwealths, possessions or territories will be added to the required period of service overseas.

(5) Salary during the travel to and from the U.S., for home leave will be limited to the time required for travel by the most expeditious air route. Except for reasons beyond the USPSC's control as determined by the Contracting Officer, the USPSC must return to duty after home leave and complete the additional required service or be responsible for reimbursing USAID for payments made during home leave. Unused home leave is not reimbursable under this contract, nor can it be taken incrementally in separate time periods.

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

### **(d) Home Leave for Qualifying Posts (HLQP)**

USPSCs who ordinarily qualify for home leave and have completed a 12-month assignment at one of the USAID qualifying posts (currently Iraq, Afghanistan and Pakistan) are entitled to take ten (10) workdays of

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leave in addition to the home leave an USPSCs is normally entitled to under the contract in accordance with sub-paragraphs (c)(1) - (6) above. This additional home leave is provided pursuant to an amendment to the Foreign Service Act of 1980 signed by the President on June 15, 2006.

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

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

### **(e) Holidays and Excused Absences**

The contractor shall be entitled to all holidays and or excused absences granted by the USAID to U.S. direct-hire employees.

### **(f) Military Leave**

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

### **(g) Leave Without Pay (LWOP)**

LWOP may be granted only with the written approval of the Contracting Officer or Mission Director, unless a USPSC is requesting for such leave for family and leave purposes under paragraph (i) below.

### **(h) Compensatory Time**

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

### **(i) Family and Medical Leave (FML)**

- (1) USAID provides family and medical leave (FML) for eligible USPSCs working within the U.S., or any Territories or possession of the United States, in accordance with Title I of the Family and Medical Leave Act of 1993, as amended, and as administered by the Department of Labor under [29 CFR 825](#). USAID is also extending FML to eligible USPSCs working outside the U.S., or any Territories or possession of the U.S., in accordance with this paragraph (i) as a matter of policy discretion.
- (2) FML only applies to USPSCs, not any other type of PSC.
- (3) To be eligible for FML, a USPSC must have been employed (i) for at least 12 months by USAID; and (ii) for at least 1,250 hours of service with USAID during the previous 12-month period. The specific eligibility criteria and requirements are provided in USAID policy.

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- (4) In accordance with [29 CFR 825.200\(a\)](#) and USAID policy, an eligible USPSC may take up to 12 workweeks of leave under FMLA, Title I, in any 12-month period for the following reasons:
  - (a) The care of the USPSC's newborn child.
  - (b) The care of the USPSC's newly placed adopted or foster care child.
  - (c) The care of the USPSC's spouse, child or parent with a serious health condition.
  - (d) The USPSC's own serious health condition.
  - (e) A qualifying exigency arising from the USPSC's spouse, child or parent in active duty military status.
  - (f) Other qualifying exigencies as determined by the Department of Labor.
- (5) In accordance with 29 CFR Part 825.207, the USPSC may take LWOP for FML purposes. However, the USPSC may choose to substitute LWOP with accrued paid leave, including accrued annual or sick leave, or compensatory time earned under this contract. If the USPSC does not choose to substitute accrued paid leave, the CO, in consultation with the USPSC's supervisor, may require the USPSC to substitute accrued paid leave for LWOP. The CO must verify the accuracy of the USPSC's accrued paid leave request and obtain the required certifications for approval of FML in accordance with the stated USAID policy.
- (6) FML is not authorized for any period beyond the completion date of this contract.
- (7) When requesting FML, the USPSC must demonstrate eligibility to the USPSC's supervisor by completing USAID's FML request forms, including certifications and other supporting documents required by USAID policy.
- (8) The U.S. Department of Labor's (DOL's) [Wage and Hour Division \(WHD\) Publication 1420](#) explains the FMLA's provisions and provides information concerning procedures for filing complaints for violations of the Act.

### **(j) Leave Records**

The contractor shall maintain current leave records for himself/herself and make them available, as requested by the Mission Director or the Contracting Officer.

[END PROVISION]