



Acquisition & Assistance Policy Directive (AAPD)

From the Director, Office of Procurement

Issued: December 2, 2003

AAPD 03-11

Revision of Contracts/Contract Procedures for Personal Services Contracts with Foreign Service Nationals (FSNs) to Work in Iraq and Afghanistan

Subject Category: Personal Services Contracts--FSNs
Type: Policy

AAPDs provide information of significance to all agency personnel and partners involved in the Acquisition and Assistance process. Information includes (but is not limited to): advance notification of changes in acquisition or assistance regulations; reminders; procedures; and general information. Also, AAPDs may be used to implement new requirements on short-notice, pending formal amendment of acquisition or assistance regulations.

AAPDs are **EFFECTIVE AS OF THE ISSUED DATE** unless otherwise noted in the guidance below; the directives remain in effect until this office issues a notice of cancellation.

This AAPD: Is New Replaces/ Amends CIB/AAPD No: _____

Precedes change to: AIDAR Part(s) _____ Appendices _____
 USAID Automated Directives System (ADS) Chapters _____
 Code of Federal Regulations _____
 Other Temporary changes to contract procedures for FSNs
 No change to regulations

Applicable to: Existing awards; Modification required:
 Effective immediately
 No later than _____
 As noted in guidance below
 RFPs/RFAs issued on or after the effective date of this AAPD; all other Pending Awards, i.e., 8(a), sole source..
 Other or N/A FSN PSCs

New Provision/Clause Provided Herein: Yes No; Scheduled update to Prodoc: None Required

(SIGNATURE ON FILE)
Jeffery D. Bell (Acting)

AAPD 03-xx: Modification of Contracts/Revision of Contract Procedures for Personal Services Contracts (PSCs) with Foreign Service Nationals (FSNs) to Work In Iraq and Afghanistan

PURPOSE: This AAPD establishes Agency policy and procedures for modifying contracts for Foreign Service Nationals (FSNs) who volunteer for work in Iraq and Afghanistan and are approved to do so by an FSN's Mission Director. This AAPD shall be in effect until cancelled. This AAPD also provides guidance regarding appropriate modifications to existing FSN contracts, a Class Deviation for hiring and payment of FSNs while working in Iraq and Afghanistan, a Supplemental Agreement to be used for such work in Iraq and Afghanistan, and other supporting information.

BACKGROUND: The Federal Acquisition Regulation (FAR) part 6.101 provides that, as required in 10 U.S.C. 2304 and 41 U.S.C. 253 and with certain limitations, "contracting officers must promote and provide for full and open competition" in soliciting offers and awarding Government contracts. "Full and open competition," when used with respect to a contract action, means that all responsible sources are permitted to compete. In Appendix J to USAID's Acquisition Regulations (AIDAR), the hiring of FSNs requires that a position be advertised to solicit applications from as many applicants as practicable.

Maximizing competition creates a broadening of the competitive base with opportunity for participation of an expanded number of individuals. The resulting benefits include a broadening of knowledge to an increased variety of Host Country citizens, thereby maximizing the gains from American foreign aid, and more generally, to the overall health of the Host Country economy.

As described at Attachments 3a-c(3a: Executive Message from the Administrator, dated 10/24/2003, released as a General Notice, same date, no number assigned; 3b: General Notice 1066, released 10/30/2003; 3c: General Notice 1065, released 10/30/2003, however, the Agency is currently in need of qualified individuals to work in Iraq and Afghanistan to support the American effort in those countries. In efforts to identify highly qualified and responsive individuals to serve such needs, the Agency has needed to look beyond the American resources (Direct Hire and US citizen personal services contractors [USPSCs]) alone. The Agency has sought volunteers from the ranks of the Foreign Service and General Service Direct Hire employees, but the number of individuals needed in Iraq and Afghanistan outnumber those who have volunteered. Also, the type of skills needed in Iraq and Afghanistan are not the types of skills usually recruited for in an USPSC. Whereas USPSCs are generally recruited for their technical skills/capabilities, the required skills currently needed in Iraq and Afghanistan can be generally described as Administrative in nature, requiring proficiency in documentation of actions, financial transactions, and contract implementation and acquisition acumen. The Agency is therefore soliciting the FSNs for volunteers to work in Iraq and Afghanistan in the same disciplines in which they are currently working.

POLICY: FSNs may undertake TDYs to Iraq and Afghanistan with addition of a supplemental agreement to their contract by way of contract modification.

A. **COMPETITION:** In order to implement this policy, the Procurement Executive has signed the Class Justification at Attachment 1 for the purpose of selecting and compensating FSNs to meet the needs of Iraq and Afghanistan. Competition is limited to current FSN PSCs.

B. **APPLICATION PROCEDURES:** As required and noted in the Attachments 3b-c to this AAPD, the procedure for FSNs volunteering is as follows:

- (1) FSNs seeking consideration will furnish the relevant information as described in Attachments 3b-c to their respective Mission Director for approval;
- (2) that information will be forwarded to the addressees noted in the Attachments at missions in Afghanistan and/or Iraq;
- (3) the respective Mission's Executive Officer will review information provided by the interested FSNs to determine, on the basis of the Agency's needs, which FSNs, if any, will be further considered;
- (4) such FSNs will be contacted to ensure continued interest in working in the respective country and exchanging information such as the estimated time of arrival and departure, present situations in country, and other such information follow-up with interested FSNs; and

C. SELECTION

Selection shall be made by the Executive Officers (Contracting Officers) in Iraq and Afghanistan, as noted in Attachments 3b-c. The basis for selection shall include:

1. Basic Qualification Requirements: Selection for work in Iraq or Afghanistan will depend upon a variety of factors including but not limited to relevant work experience, education and training.
2. Prior USAID experience: As noted in the attached justification for other than full and open competition, individuals selected must have prior USAID experience. As noted in the Attachment 1 JOFOC, the Procurement Executive has included authorization to deviate from the Procurement Policy contained in AAPD 03-10 policy. The depth, breadth and relevance of experience specifically with USAID may be considered in the selection.
3. Other qualification factors: language proficiency, incumbency, and timing of availability.
4. Medical Examination: The selected individual shall be required to undergo a medical examination PRIOR to the signing of the modification/Supplemental Agreement. This medical examination is considered in the selection and may be budgeted as a direct expense under the Supplemental Agreement, or if the individual is considered unfit for the work proposed, the "home Mission" will be provided the appropriate chargeable account. This exam shall be conducted by a physician approved by the US Embassy in an individual's home country, or currently under contract with USAID at the "home Mission" of an individual. This exam is conducted to ensure that an individual has no pre-existing medical problem, or other ailment, that would somehow interfere with an individual's ability to perform the work and is medically fit to live and work in the TDY country.
5. Security: Security considerations will be the responsibility of the TDY country Mission. The security determination of whether or not an individual can be allowed to work in the TDY country Mission will be made by that Mission.

D. SUPPLEMENTAL AGREEMENT/CONTRACT MODIFICATION

TDYs shall be implemented by modification to the selected FSNs contract. This modification is to include a Supplemental Agreement (see Attachment 2) the terms of which shall apply during the TDY in Iraq or Afghanistan, in lieu of other provisions in the FSN's existing contract. The Supplemental Agreement is necessary to separate the Supplemental Agreement from the FSN's contract with the "home Mission", to allow for the payment of salary, benefits and allowances not otherwise authorized for FSNs, and to pay the FSNs in US dollars rather than local currency. The Supplemental Agreement is

effectively employing an FSN as a TCN while the FSN is in Iraq or Afghanistan, but still utilizing the scope of work in the FSN's contract with the "home Mission". The Supplemental Agreement modification shall contain the follow:

1. Position Description: The position description from the FSN's existing contract with its "home Mission" shall apply to the TDY position description, as referenced in the Supplemental Agreement, except that that work will take place in Iraq or Afghanistan.
2. Period of Performance: The maximum length of any FSN TDY to Iraq or Afghanistan is 6 months. TDY's may, however, be allowed for a period of less than six months, as agreed to by the FSN's "home" mission and the TDY destination (Iraq or Afghanistan). The period of performance may not exceed 6 months, and additional modifications to extend the period of the TDY beyond six months are not permitted.

Time spent in service to USAID in Iraq or Afghanistan will be counted towards time served under the FSN's existing contract.

3. Budget: The modification/supplemental agreement must contain a budget for the TDY. This budget is to include Salary/Compensation and Benefits/Allowance.
 - a. Salary/Compensation: The FSN shall be paid the established General Schedule (GS) equivalent to his/her current base salary. Attachments 3b-c provide the scales for Iraq and Afghansistan. The FSN shall be paid in US dollars, and shall be paid at the step 1 level of the FSN's GS-equivalent, as noted and agreed to in the Supplemental Agreement. There is no negotiation in this area--if an FSN is classified at the FSN's "home Mission" as an FSN-8, and that equates to a GS-equivalent GS-8, as represented in Attachments 3b-c, then the salary at the GS-8 "grade" will be paid at the step 1 level for the TDY. These changes in amount and currency of compensation shall apply only while the Supplemental Agreement is in effect, and will cease upon the FSN's return to the FSN's "home Mission". Upon his/her return, compensation will return to what it was prior to the TDY. As noted in D.2. above, time in service in Iraq or Afghanistan will be counted towards time served under the FSN's existing contract, and therefore will count towards the FSN's time in service for annual increases.

Overtime--While working under the Supplemental Agreement, the FSN will be entitled to be paid Overtime at the same rate as US direct hires working in the same Mission.

Additional compensation--There shall be no increase in this salary during the FSN's TDY in Iraq or Afghanistan, nor shall there be any other form of additional compensation provided except as provided in this AAPD and the Supplemental Agreement. Further, there shall be no monetary awards of any kind (i.e., cash awards, time-off awards, etc.). However, work in Iraq or Afghanistan may be considered when determining nominees for monetary awards under the Joint Embassy Awards Program at the FSN's "home Mission".

- b. Benefits and Allowances: The contract modification must also provide the FSN benefits and allowances as would be afforded a U.S. direct hire on TDY in Iraq or Afghanistan. The following benefits/allowances are to be enunciated in the Supplemental Agreement:
 - i. Danger Pay: While working under the Supplemental Agreement, the FSN shall be entitled to the payment of Danger Pay at the same rate as US direct hires working in the same Mission.

- ii. Post Differential: While working under the Supplemental Agreement, the FSN shall be entitled to the payment of Post Differential for that specific Mission at the same rate as US direct hires working in the same Mission.
- iii. Leave: Sick leave and annual leave earned under the Supplemental Agreement shall be at the same rate as under the FSN's contract at the FSN's "home Mission" and applied to the FSN's contract. An FSN's request for either sick or annual leave shall be approved by the FSN's immediate supervisor during his TDY in Iraq/Afghanistan.

Special Leave--While working under the Supplemental Agreement, the FSN shall be entitled to any special leave on the same basis as USDH, such as R&R or "Home" leave. For purposes of the Supplemental Agreement, "Home" leave for an FSN will be returning the FSN to the FSN's home country, i.e., the location of the FSN's "home Mission"

- iv. Baggage Limitations: While working under the Supplemental Agreement, the FSN shall be restricted to the same baggage limitation as are US direct hires working in the same Mission.

c. Funding/Payment:

i. The hosting mission (Iraq or Afghanistan) shall provide funding sites to the FSN's "home mission" for the necessary and associated costs covered in the budget of the Supplemental Agreement. As noted in Section E below, whereas an FSN's "home Mission" will continue to make the payments under the existing contract for costs under the Local Compensation Plan, the "home Mission" is not responsible for paying any other associated costs while the FSN is working under the Supplemental Agreement, such as the FSN's salary, danger pay, allowances in Iraq or Afghanistan, overtime, etc.

ii. Compensation and Benefits/Allowances shall be paid in accordance with the procedures in place at the hosting Mission. The process and procedures will be provided to the FSN upon arriving in the hosting Mission. The hosting Mission financial management office and the "home Mission" financial management office will work in concert regarding any transfers of money if any to ensure the FSN is paid in accordance with the Supplemental Agreement.

4. ARTICLE VI--ADDITIONAL CLAUSES: Contracting Officers may add additional language which provides explanatory descriptions for the benefit of the FSN and/or the Mission. However, no language or description may be added to this Article or any other part of the Supplemental Agreement which provides more or less benefits, allowances, and/or compensation than as prescribed by this AAPD, nor shall any other items be added which conflict with this AAPD. Whatever language is proposed to be added must be agreed to by the Executive Officer assigned to the specific Mission where the FSN is to be relocated, and the FSN's "home Mission", prior to any signatures on the Supplemental Agreement.

5. Government-Furnished Services, Benefits and Allowances: The following items shall be furnished to the FSN by the Government during his/her TDY:

- a. Lodging, M&IE: The FSN shall be entitled to Housing, Food, and M&IE on the same basis and at the same rate as US direct hires working in the same Mission. Any US Government furnished provisions--such as housing, meals, etc.--which would be otherwise reimbursable to the FSN shall not be paid to the FSN, regardless of its inclusion in the budget. For example, if US Government provides housing at no cost to the FSN, the FSN will not be reimbursed for housing costs.
- b. Travel/Transportation: The costs for transporting the FSN to and from either Iraq or Afghanistan shall be paid by the Mission noted in the Supplemental Agreement--Iraq or Afghanistan--as well as any other associated travel costs which are identified in the Supplemental Agreement.

The TA will be prepared by the FSN's "home Mission" in concert with the hosting Mission—Iraq or Afghanistan--and as stipulated by the hosting Mission, will include arrangements and those items provided to the FSN by the hosting mission.

6. A copy of the Class Justification at Attachment 1 must be included in the contract file with the Supplemental Agreement.

E. CONTINUITY OF EMPLOYMENT

Upon completion of an FSN's work in Iraq or Afghanistan, the FSN will return to their "home Mission" and resume work under his/her's original contract. **FSNs shall not be penalized or face job loss or other such actions by their supervisor/s or Mission Director for either volunteering for and/or serving the United States Government in Iraq or Afghanistan.** The FSN's Supplemental Agreement shall cease to be effective and the FSN shall resume work under his/her existing contract.

1. Benefits: During an FSN's TDY in Iraq or Afghanistan, USAID, i.e., the FSN's "home Mission, will continue to make the payments required under an FSN's contract, as prescribed in the FSN's respective Local Compensation Plan (LCP), for such things as Health Insurance, Life Insurance, Retirement, etc. The hosting Mission will be responsible for paying the FSN's salary and the benefits and allowances contained in the Supplemental Agreement, so long as the Supplemental Agreement is in effect. USAID's responsibility to the FSN under the LCP continues while the FSN is working for USAID in Iraq or Afghanistan as noted above.

2. Length of service computation: Work in service to the United States Government in Iraq or Afghanistan shall be considered as work under the contract for purposes of considering calculations for such things as retirement, salary increases, and all other items required under the FSN's contract. The FSN shall not lose time in grade, opportunities for step increases, or in any way be penalized or otherwise excluded from receiving awards in accordance with the FSN's respective Local Compensation Plan.

F. TERMINATION OF TDY/SUPPLEMENTAL AGREEMENT: While working in either Iraq or Afghanistan, although the FSN shall be in country working under the auspices of USAID, the FSN shall be responsible to the ultimate US authority identified for that country, whether that authority be in the person of the US Ambassador or other authority identified for that country. As such, the FSN's Supplemental Agreement can be terminated and the FSN returned to the FSN's "home Mission" for any reason considered detrimental to the US Government. In case of such an occurrence, the FSN's compensation, benefits and allowances under the Supplemental Agreement shall cease immediately, and the FSN returned at US Government expense to the FSN's "home country", whereupon the FSN will resume work under the contract between the FSN and the FSN's "home Mission". However, the US Government reserves the right to terminate the FSN's contract with the "home Mission", under the terms of that contract, if the FSN's conduct under the Supplemental Agreement was such as to warrant complete termination of all contractual relationships between the FSN and the US Government.

POINT OF CONTACT: Jeffery D. Bell, Deputy Director, Office of Procurement, M/OP, Phone: 202-712-1233, E-mail: jbell@usaid.gov

ATTACHMENTS:

1. CLASS JUSTIFICATION
2. MODEL CONTRACT
3. AGENCY NOTICES (3a-c)

ATTACHMENT 1

CLASS JUSTIFICATION FOR USE OF OTHER THAN FULL AND OPEN COMPETITION FOR FSN PERSONAL SERVICES CONTRACTS-IRAQ AND AFGHANISTAN

General

This document is a class justification for other than full and open competition as authorized by AIDAR 706.302-70.

This class justification may be used in accordance with its terms by any USAID Contracting Officer acting within the scope of his/her delegated authority, from the date this Class Justification is signed until changed or cancelled.

This class justification is applicable to personal service contracts ("PSCs") with Foreign Service Nationals (FSNs) as defined in Appendix J of the AIDAR, for performance in Iraq or Afghanistan, for a time period as defined in this Class Justification, and provided the appropriate requirements of this Class Justification are followed.

On October 24, 2003, USAID's Administrator issued an Executive Message seeking volunteers for six-month TDYs to either Iraq or Afghanistan. This message sought US citizen volunteers, both direct hire employees and personal services contractors. This search for volunteers included foreign service national employees. Because of US citizen staff shortages in a number of areas, and the inability to move some US citizen employees, USAID sought initially to concentrate on finding non-US citizen volunteers. In subsequent and separate General Notices, dated October 30, 2003, FSNs were notified of the types of disciplines needed in the respective locations of Iraq and Afghanistan, and described in some detail the process of volunteering for a position. The Notices also linked a current FSN grade level to the equivalent GS grade level for purposes of denoting the approximate salary an FSN would command if selected and working in Iraq or Afghanistan. Given the current, immediate need for skilled individuals to work in Iraq and Afghanistan, and the dangers and hardships respective of each location, I have determined that FSNs may be awarded TDY assignments under a competition limited to current FSN PSCs.

Pursuant to AID Acquisition Regulation ("AIDAR") Section 706.302-70(b), for FSN contracts to be performed as described above in this Class Justification, it has been determined that full and open competition need not be obtained in order to select an interested FSN under a supplemental agreement to the FSN's personal services contract, pursuant to the procedures set forth in the Agreement. (With respect to certain programs involving FSNPSCs, "notwithstanding" authorities also provide a basis for such selection.)

This determination is based on the facts that: US foreign policy will be irrevocably damaged in delaying further the delivery of human resources to Iraq and Afghanistan to begin the rebuilding efforts in those respective countries; the Agency's existing lack of human resources are such that advertisement, review of applications, interviews, and other associated steps with securing an individual for work under a personal services contract would seriously jeopardize the ongoing foreign aid implementation efforts in the respective countries; USAID staff currently residing in Iraq and Afghanistan cannot currently perform the work necessary to ensure compliance with existing contracts between the US Government and its contractors, and cannot dedicate time to the contracting process for personal services contracts; US direct hire personnel are either unavailable, unwilling, or unable to volunteer for work in Iraq or Afghanistan;

and, the FSNs selected to work in Iraq or Afghanistan will be performing the same type of work they are currently performing under existing contracts with their "home Missions".

This class justification may be used to satisfy the provisions of AIDAR Section 706.302-70(c)(2) which requires that justifications pursuant to FAR 6.303 be prepared. It applies only to the procurements specified above. This class justification shall also serve as a deviation from the policy enumerated in AAPD 03-10, so that previous/current USAID experience can be used as a determining factor in selecting individuals who have volunteered to work in Iraq or Afghanistan.

Conditions for Use

When an FSN has volunteered for work in Iraq or Afghanistan in accordance with the procedures in this Class Justification, and the respective Mission has decided, in its discretionary judgment, to select an FSN for work in Iraq or Afghanistan, it shall use this class justification to do so.

Effective Date

This class justification is effective from date of signature until otherwise changed or cancelled.

December 2, 2003

Date

Jeffery D. Bell

Procurement Executive (Acting)

U.S. Agency for International Development

ATTACHMENT 2

SUPPLEMENTAL AGREEMENT

Article I--Position Description

The position description shall include those same functions as described in the FSN's contract, Contract No. xxx-xxxx-xxxx, Section _____ between USAID/ (insert FSN "home mission" and (insert FSN name) _____, except such functions will be performed in (insert "Afghanistan" or "Iraq") _____, .

Article II--Period of Performance Overseas

After the Contracting Officer has received all required clearances and approvals, the Contracting Officer shall notify the FSN in writing regarding when/how to proceed and shall promptly commence performance of the duties specified above. The contractor's period of service in (insert "Afghanistan or "Iraq" _____ shall be (insert time in months-not to exceed 6 months) _____, from (start date) _____ to (insert end date) _____.

Upon completion of an FSN's work in Iraq or Afghanistan, the FSN will return to their "home Mission" and resume work under his/her's original contract. FSNs shall not be penalized or face job loss or other such actions by their supervisor/s or Mission Director for either volunteering for and/or serving the United States Government in Iraq or Afghanistan. When the FSN's Supplemental Agreement ceases to be effective, the FSN shall resume work under his/her existing contract. Moreover, the FSN's work in Iraq or Afghanistan may be considered when nominating the FSN for an award.

1. Benefits: During an FSN's TDY in Iraq or Afghanistan, USAID, i.e., the FSN's "home Mission", will continue to make the payments required under an FSN's contract, as prescribed in the FSN's respective Local Compensation Plan (LCP), for such things as Health Insurance, Life Insurance, Retirement, etc. The hosting Mission will be responsible for paying the FSN's salary and the benefits and allowances contained in the Supplemental Agreement, so long as the Supplemental Agreement is in effect. USAID's responsibility to the FSN under the LCP continues while the FSN is working for USAID in Iraq or Afghanistan as noted above.
2. Length of service computation: Work in service to the United States Government in Iraq or Afghanistan shall be considered as work under the contract for purposes of considering calculations for such things as retirement, salary increases, and all other items required under the FSN's contract. The FSN shall not lose time in grade, opportunities for step increases, or in any way be penalized or otherwise excluded from receiving awards in accordance with the FSN's respective Local Compensation Plan.

Article III--Contractor's Compensation and Reimbursement in U.S. Dollars

A. USAID shall pay the contractor compensation after it has accrued, and reimburse him/her in U.S. dollars for necessary and reasonable costs actually incurred by him/her in the performance of this contract within the categories listed in paragraph C, below. These costs are subject to the conditions and limitations applicable thereto as set out herein and in the attached General Provisions (GP) contained in the FSN's contract, Contract No. xxx-xxxx-xxxx, noted above.

B. The amount budgeted for salary is based on the annual salary of an equivalent GS—xx, step 1, without locality pay, which is \$ _____. Since the period of time noted in Article II above is less than one year, the salary amount is estimated at \$ _____. The computation of the daily and hourly rates are as follows:

Daily Rate: \$ _____

Hourly Rate: \$ _____.

- C. Allowable Costs:
1. Danger Pay is _____% of the annual base salary, payable in US dollars.
 2. Overtime calculated on the same basis and paid in US dollars as for USDH
 3. Overseas Post Differential is _____% of the base salary, payable in US dollars.
 4. Per Diem/Allowances in Cooperating Country---Housing is provided at no cost to the contractor. Meals may or may not be provided. If provided, they will be done so at no cost to the contractor. If not provided, the contractor will receive the same meal allowance as paid to USDH, paid in US dollars. Incidental Expenses (IE) are paid to the contractor on the same basis, and in US dollars, as is paid to USDH. Such costs will be included in the Supplemental Agreement Budget under the applicable line item.
 5. Medical Examination: (The contractor shall be required to undergo a medical examination PRIOR to the signing of the Supplemental Agreement. This medical examination is considered and budgeted as a direct expense under the Supplemental Agreement, or if the individual is considered unfit for the work proposed, the “home Mission” will be provided the appropriate chargeable account. The approximate cost of the exam shall be included as a line item in the budget to the Supplemental Agreement.)

Salary, Overtime, Danger Pay, and Post Differential, and any other benefits or allowances under this Supplemental Agreement are payable in US dollars.

Article IV-- Logistic Support

Transportation to and from the contractor’s “home Mission” will be accomplished via a Travel Authorization, and such a Travel Authorization shall include the costs for such things as the cost of taxis to and from the airport in the country of the “home Mission”, and will be subject to the same restrictions as required under such a Travel Authorization. The contractor will be restricted as to the amount of baggage which may be shipped with the contractor, and this restriction will be noted on the Travel Authorization.

Article V--Precontract Expenses

No expense incurred before execution of this Supplemental Agreement will be reimbursed unless such expense was incurred after approval by the Contracting Officer, and then only in accordance with the provisions and limitations contained in the Contracting Officer’s approval. The rights and obligations created by such approval shall be merged into this Supplemental Agreement.

Article VI--Additional Clauses

This Supplemental Agreement is incorporated into Contract No. xxx-xxxx-xxxx noted above. This Supplemental Agreement shall only be in force while the Contractor is working in _____, and after completion of this Agreement, the Contractor shall return to his/her “home Mission” and resume work under the Contract.

The US Government, by the appropriate authority located in _____ shall terminate this Supplemental Agreement, and return the contractor to the contractor’s “home Mission”, at US Government expense, if the contractor is deemed to have violated the terms of this Supplemental Agreement, or if the contractor’s behavior is deemed to have violated the Code of Conduct contained in the contractor’s Contract No. xxx-xxxx-xxxx, or has in any way, as determined by the US Government authority identified in _____, jeopardized the US Government mission in _____ by word, action, or any other method detrimental to the foreign policy of the US Government.

(Additional Schedule Clauses may be added such as the implementation of General Provisions or Additional Clauses.)

ATTACHMENT 3a

ADMINISTRATOR

USAID/General Notice
ES
10/24/2003

E X E C U T I V E M E S S A G E

SUBJECT: Agency Support for Staffing Iraq and Afghanistan

During the recent Worldwide Mission Directors' Conference, I requested the assistance of all USAID employees in supporting the establishment of our new missions in Iraq and Afghanistan.

These new programs constitute an Agency priority, and the involvement of employees at all levels, worldwide, will be required to assure the success of USAID operations in these countries. Until the new missions have recruited and trained sufficient staff, the help of experienced USAID employees from Washington and from other countries will be needed, and calls for volunteers for temporary duty assignments to Iraq and Afghanistan will be issued in the following weeks. We will be searching for seasoned U.S. direct hire employees, U.S. personal services contractors, and foreign service national employees to volunteer for six-month TDYs to either Iraq or Afghanistan.

To be successful, this effort will require not only the dedicated efforts of volunteers, it will also require the continuing support of Agency managers to assure that employees are made available for temporary duty assignments. I expect that every effort will be made to shift workloads and to reward and encourage employees who are ready to serve in Iraq or Afghanistan.

Foreign Service Officers are also strongly urged to pursue regular assignment opportunities in these posts. These essential positions must be filled, and there is no more important or rewarding work in the Agency. The Office of Human Resources is working closely with their counterparts in the Department of State to develop allowances and incentives suitable for these difficult postings. Further, it is my intention to assure that service in Iraq and Afghanistan is recognized when onward assignment decisions are made and when individual performance is reviewed by the Selection Boards, and I have instructed HR to work with AFSA and AFGE to this end.

The exceptional dedication and professionalism of our workforce is much appreciated, and I extend my thanks to USAID employees worldwide for their unflagging support for our reconstruction work in these posts.

Andrew S. Natsios

Point of Contact: Any questions concerning this Notice may be directed to Gail Ulrich, ANE/AMS, (202) 712-4030.

ATTACHMENT 3b

PERSONNEL

USAID/General Notice
M/HR
10/30/2003

Subject: Temporary Duty (TDY) Opportunities for USAID/Iraq

In a follow-up to the Administrator's Executive Message of October 24, 2003, the Office of Acquisition and Assistance (OAA) and Office of Human Resources (HR) have jointly coordinated a program which provides for enhanced pay, benefits and allowances to Foreign Service National (FSN) personnel and Third Country National (TCN) personnel who voluntarily agree to perform TDY at USAID/Iraq to fill critical staffing needs of the Mission for a 6-month period.

FSNs/TCNs that volunteer and are accepted will be entitled to enhanced salary, Danger Pay, and Post Differential during their TDY assignment. Their enhanced salary, Danger Pay (effective upon arrival to the country), and Post Differential (retroactively paid after serving beyond 42 days at post) will be paid in dollars and provided at the same rate as provided to U.S. Direct Hire employees. The current differentials for Baghdad, Iraq are set at 25% Danger Pay and 25% Post Differential.

At present, Mission TDY personnel are provided meals and lodging in close proximity to the USAID office location. TDYers can expect to share quarters for the foreseeable future in a nearby lodging facility or Mission housing complex, currently under construction. Meal service is provided for breakfast, lunch and dinner throughout the week and weekend.

FSNs/TCNs will enter into a separate contractual agreement, which will delineate the enhanced salary, Danger Pay and Post Differential during their temporary assignment. Note that, once selected, volunteers will be expected to serve for the full six-month period of the TDY.

Detailed instructions to Contracting Officers and Executive Officers will be provided in a separate Acquisition and Assistance Policy Directive (AAPD). The enhanced pay for FSNs and TCNs paid under the contract will be linked to an equivalent GS grade and pay.

At present, the following TDY opportunities are available:

Quantity/Position/FSN Grade	Timeframe	EQUIVALENT GS Level
(1) Acquisition Spec. FSN-10 or 11	12/1 - 5/31/04	GS-11 or 12
(1) Acquisition Spec. FSN-10 or 11	6/1 - 11/31/04	GS-11 of 12
(2) Acquisition Spec. FSN-9 or 10	12/1 - 5/31/04	GS-10 or 11
(2) Acquisition Spec. FSN-9 or 10	6/1 - 11/31/04	GS-10 or 11
(3) Acquisition Spec. FSN-8 or 9	12/1 - 5/31/04	GS-9 or 10
(3) Acquisition Spec. FSN-8 or 9	6/1 - 11/31/04	GS-9 or 10

(2) Procurement Agents FSN-7 or 8	12/1 - 5/31/04	GS-8 or 9
(2) Procurement Agents FSN-7 or 8	6/1 - 11/31/04	GS-8 or 9
(1) Personnel Spec. FSN-9 or 10	12/1 - 5/31/04	GS-9 or 10
(1) Personnel Spec. FSN-9 or 10	6/1 - 11/31/04	GS-9 or 10
(1) Voucher Examiner/FSN-7 or 8	12/1 - 5/31/04	GS-8 or 9
(1) Voucher Examiner/FSN-7 or 8	6/1 - 11/31/04	GS-8 or 9
(1) Program Accountant/FSN-10 or 11	12/1 - 5/31/04	GS-11 or 12
(1) Program Accountant FSN-10 or 11	6/1 - 11/31/04	GS-11 or 12
(1) OE Accountant FSN-10 or 11	12/1 - 5/31/04	GS-11 or 12
(1) OE Accountant FSN-10 or 11	6/1 - 11/31/04	GS-11 or 12
(1) Project Manager Agriculture FSN-10 or 11	12/1 - 5/31/04	GS-11 or 12

Interested and qualified FSNs/TCNs should submit nominations for TDY consideration to Mark Cull, Executive Officer, USAID/Iraq prior to November 10, 2003. Nomination packages must be sent through your respective Mission Director and include the following information:

1. Copies of your two most recent performance evaluations
2. Recommendation of your immediate supervisor
3. Statement indicating your willingness to serve for the required period under hardship conditions with extended work hours and workdays.

Point of Contact: Any questions concerning this Notice may be directed to Joe Dorsey, M/HR/PPIM, (202) 712-5857.

Notice 1066

ATTACHMENT 3c

PERSONNEL

USAID/General Notice
M/HR
10/30/2003

Subject: Temporary Duty (TDY) Opportunities for USAID/Afghanistan

In a follow-up to the Administrator's Executive Message of October 24, 2003, the Office of Acquisition and Assistance (OAA) and Office of Human Resources (HR) have jointly coordinated a program which provides for enhanced pay, benefits and allowances to Foreign Service National (FSN) personnel and Third Country National (TCN) personnel who voluntarily agree to perform TDY at USAID/Afghanistan to fill critical staffing needs of the Mission for a 6-month period.

FSNs/TCNs that volunteer and are accepted will be entitled to enhanced salary, Danger Pay, and Post Differential during their TDY assignment. Their enhanced salary, Danger Pay (effective upon arrival to the country), and Post Differential (retroactively paid after serving beyond 42 days at post) will be paid in dollars and provided at the same rate as provided to U.S. Direct Hire employees. The current differentials for Kabul, Afghanistan are set at 25% Danger Pay and 25% Post Differential.

At present, Mission TDY personnel are provided meals and lodging in close proximity to the USAID office location. TDYers can expect to be housed in the Embassy or Kabul Compound in tight quarters. Meal service is provided for breakfast, lunch and dinner throughout the week and weekend.

FSNs/TCNs will enter into a separate contractual agreement, which will delineate the enhanced salary, Danger Pay, and Post Differential during their temporary assignment. Note that, once selected, volunteers will be expected to serve for the full six-month period of the TDY.

Detailed instructions to Contracting Officers and Executive Officers will be provided in a separate Acquisition and Assistance Policy Directive (AAPD). The enhanced pay for FSNs and TCNs paid under the contract will be linked to an equivalent GS grade and pay.

At present, the following TDY opportunities are available in Kabul:

Quantity/Position/FSN Grade	Timeframe	EQUIVALENT GS Level
(4) Acquisition Spec. FSN-8/9/10/11	12/1 - 5/31/04	GS-9/10/11/12
(4) Acquisition Spec. FSN-8/9/10/11	6/1 - 11/30/04	GS-9/10/11/12

- | | | | |
|-----|-----------------------------------|----------------|----------|
| (1) | Voucher Examiner
FSN-7/8 | 12/1 - 5/31/04 | GS-8/9 |
| (1) | Voucher Examiner
FSN-7/8 | 6/1 - 11/30/04 | GS-8/9 |
| (1) | Accounting Technician
FSN-9/10 | 12/1 - 5/31/04 | GS-9/10 |
| (1) | Accounting Technician
FSN-9/10 | 6/1 - 11/30/04 | GS-9/10 |
| (1) | Financial Analyst
FSN-11/12 | 6/1 - 5/31/04 | GS-11/12 |
| (1) | Financial Analyst
FSN-11/12 | 6/1 - 11/30/04 | GS-11/12 |

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1. Copies of your two most recent performance evaluations
2. Recommendation of your immediate supervisor
3. Statement indicating your willingness to serve for the required period under hardship conditions with extended work hours and workdays.

Point of Contact: Any questions concerning this Notice may be directed to Joe Dorsey, M/HR/PPIM, (202) 712-5857.

Notice 1065