

# 12 FAH-7 Appendix V SOLICITATION EXTRACTS (SAMPLES) FOR RSO ACTING AS COR

*(TL:LGP-01; 08-10-2001)*

## 12 FAH-7 Appendix V-1 GENERAL

*(TL:LGP-01; 08-10-2001)*

The contracting officer (CO) is responsible for the format and contents of non-personal service (NPS) contracts. However, it is incumbent on the RSO to work closely with the CO to assure that key elements are adequately covered in the solicitation and the contract. **NOTE:** The solicitation becomes the contract when the solicitation provisions are reserved at time of award, and Sections B through J (including exhibits) of the solicitation become the award document. The information and guidance that follows deals with specific sections of the sample solicitation and/or contract. When it is determined an optional element of the sample is not applicable to the mission's effort, it should be reserved. Law or regulation requires most of the sample solicitation and/or contract, so care should be taken before reserving or changing any clauses or provisions. A/OPE and DS/CIS/PSP/FPD must approve all such changes. Because the sample solicitation and/or contract changes frequently (due to Federal Acquisition Regulation (FAR) changes and for other reasons), a copy is not reproduced here. A copy of the most current complete contract may be obtained from A/OPE or downloaded from the intranet (<http://99.1.1.18/>) or internet (<http://www.statebuy.gov/opehelp/opehelp.htm>).

## 12 FAH-7 Appendix V-2 SPECIFIC PARTS OF THE SOLICITATION AND/OR CONTRACT FORMAT

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The following extracts are keyed to the sample solicitation and are identified by the alphanumeric indicator used in the related section of the solicitation in the uniform contract format.

(1) **Level of Effort (B.2)**—Both the solicitation and the contract must reflect the levels of services required for the guard force program. Standard services are stated in hours of effort needed and are calculated by the RSO based on a comprehensive study of services needed, post by post, including any supervisory and mobile patrol input. The hours for additional or emergency services are the RSOs best estimate based on the mission's past experience; usually, 5% of the annual figure is adequate.

(2) **Standard Services (B.2.2.)**—The hourly rates for standard services are fully loaded rates, inclusive of all direct costs (labor, including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding vehicles and communications equipment), insurance, indirect costs, and profit; however, Defense Base Act (DBA) insurance shall be separately reimbursed. Severance pay may be included in these rates if the post wishes (see H.7.3). Materials costs, exclusive of vehicles and communications equipment that may be in separate firm fixed price line items, shall be included as well in standard services hourly rates.

(3) **Additional or Emergency Services (B.2.3 and C.2.2)**—Price adjustments for these services (B.2.3). Additional or emergency services are services within the scope of this contract but not specified in Exhibit A. Under no circumstances shall the performance of duties listed in Exhibit A constitute additional or emergency services. The contractor shall not subcontract or lease for the additional or emergency services. The hourly rates for additional or emergency services, as defined at C.2.2, are loaded rates, inclusive of all direct costs (labor, including any premiums relating to overtime, holidays or night shifts, etc.), and insurance; however, DBA insurance shall be separately reimbursed, per B.2.7, indirect costs, and profit.

(4) **Prices (B.3)**—The number of hours by labor category is necessary so that contractors can provide a fixed hourly rate when responding to the solicitation. An estimate based on the past three years experience should provide a good base for preparing this total. See the standard service table in section B.3.1. Post should use only approved categories in a solicitation. Any variation should be discussed with DS/CIS/PSP/FPD.

(5) **Contract Price (B.3)**—The total contract price consists of the hourly totals for each labor category as well as the fixed price monthly rates for other services such as vehicle, communications equipment, etc. The grand total price is the aggregate of the rates and prices for each base and option year, for all line items.

(6) **Advance Payments (B.3)**—The Department will not approve such payments. A contractor needing such payments does not meet the requirements that relate to financial responsibility.

(7) **Premium Pay (B.3)**—Overtime or premium pay is not included as a separate line item in the contract. Any such pay must be figured into the contractor's fixed hourly rate and will not be separately paid or reimbursed. Specific legal holidays by date and title should be listed in the appropriate exhibit to the contract.

(8) **Price Adjustments (B.5)**—The sample solicitation and/or contract allows an adjustment based only on changes in the applicable mandatory wage law. No price adjustment is allowed for guards already paid above the applicable mandatory wage law (no parity of pay), and any exchange rate gain will be deducted from any requested price adjustment.

(9) **Statement of Work (C.1)**—This is perhaps the most important part of the LGP contracting process. It clearly states what is needed in terms of service and materials. It defines the quantity and kinds of services wanted; the hours and locations where the services will be performed; the qualifications of personnel; contractor-furnished and U.S. Government-furnished equipment needed to perform the services; and the contractor's reporting requirements. The information provided must be complete enough to allow the contractor to submit an offer on the contract. Also, the statement of work must be specific enough to allow monitoring by the RSO and/or PSO and assurance that the work performed provides the required level of protection of U.S. assets. Due to the technical content of the scope of work, the RSO should be responsible for drafting this part of the contracting documentation.

(10) **Personnel (C.1.2)**—State in Section C and the appropriate exhibit, in detail, the posts to be manned, hours of coverage, and number and category (i.e., static guard, mobile patrol, supervisor, etc.) of personnel required for each shift. Identify posts requiring armed guards. Identify the time period covered by each shift. This information should be shown in tabular form as an exhibit with guard posts and schedule of guard coverage. Include post orders that detail specific duties, including log keeping and reporting requirements, either directly in an annex or by reference. NOTE: It is important that key personnel are identified and their duties specified as defined in section H.12. (i.e., project manager, guard commander)

(11) **Explosive Detectors, Magnetometers and/or X-Ray Inspection Equipment (C.1.2.2)**—Operation of this equipment is a senior guard responsibility. Explosive detector and/or x-ray inspection equipment operator personnel shall be provided by the contractor to enhance inspection of vehicles and materials for the detection of explosives and prohibited items prior to entering the embassy and/or chancery grounds. These personnel must operate in accordance with the instructions and procedures set forth in the embassy's specific post orders.

(12) **General Orders and Post Orders (C.1.3)**—It is essential that the general orders and post orders are clear and concise. Sample orders are available in the sample contract solicitation.

(13) **Posts (C.1.4)**—The list of posts is the basis for calculating the annual standard service requirement. Accuracy is very important for a contract with fixed price rates. Each location may have more than one post. For example, the embassy pedestrian entrance may have three guards assigned during normal operating time with only one or two after hours, weekends, and holidays. For planning purposes, these are three posts: one is 24-hours, seven day a week, the other two are less according to the mission work schedule.

(14) **Duties and Responsibilities (C.1.5)**—This section should be modified and adapted to satisfy local conditions and requirements.

(15) **Guard Electronic Monitoring System (GEMS) (C.1.5.1)**—GEMS is a Diplomatic Security (DS) approved electronic system for monitoring performance of and adherence to the patrol requirements of the contract. The system collects data to produce reports and document guard activity and supervisory oversight. Where the RSO determines a need the contractor shall provide a (GEMS) for supervision and quality control of guard services. GEMS reports can substantiate deduct claims.

(16) **Contractor Furnished Equipment (C.1.5.3)**—Equipment required to implement the contract may be furnished in part or totally by the contractor as part of the contract or the U.S. Government may furnish it. Contractors shall ordinarily furnish all materials for performing U.S. Government contracts. However, agencies should provide material to a contractor when necessary to achieve significant economy or standardization, or when it is otherwise in the U.S. Government's interest. In certain instances, there may be a separate contract with another contractor to supply such items as vehicles or communication equipment. If the contractor is required to furnish equipment, such items must be listed in specific detail as to quantity, description, and specifications to ensure proper items are obtained. This list is part of the solicitation and contract and is shown in Exhibit D.

(17) **Escorts (C.1.5.3)**—Local guards do not normally provide escort services nor do they have escort duties. This task should not be reflected in Exhibit A. Under very special circumstances, as approved by the RSO and/or PSO, they may be required for temporary and/or short-term escorts on special projects.

(18) **Surveillance Detection Operations (C.1.6)**—The RSO may choose to have the contractor provide surveillance detection operations as part of this contract. Surveillance detection operations are overt and are not to be considered as a replacement for ongoing efforts; they will only supplement activities already in place. Surveillance detection operations are intended to be an early warning vehicle to detect rather than protect. Since coordination and cooperation with host country police and/or security forces will be required, it will be essential to recognize any political sensitivities that may arise and be able to adapt the program to accomplish its objectives while easing any concerns by either the mission or the host country.

(19) **Additional or Emergency Services (C.2.2)**—The contract allows the contracting officer's representative (COR) to order additional or emergency services, not to exceed the limits shown in Section B. The requirement for written confirmation precludes informal change and restructuring of the contract. The CO must sign a written modification for any permanent changes, including any period of time exceeding the duration of the emergency requiring the added service. This is also necessary to keep contracts current and to prevent claims or disputes by the contractor. Confirmation, in writing, provides the necessary "paper trail" for future audits.

(20) **Guard Duty Hours Limits (C.3.1.1)**—The specific number of hours worked should be governed by local practice, but under no circumstances should it exceed 12 hours in any 24 hour period.

(21) **Supervision (C.3.2)**—Specify, in detail, the supervisory responsibilities of the contractor including the frequency of inspection of posts, number of supervisors per shift, if appropriate, and include the relationship with the RSO or COR. The contractor is responsible for continuous supervision of all guard force activities under the contract. The LGF guard commander and the project manager are the principal contacts for the RSO. Under normal circumstances the guard commander should not concurrently man a post except in an emergency and then only long enough to find a suitable replacement. The number of posts covered per shift will be a factor in determining the manning level for supervisory personnel. The statement of work should list specific supervisory requirements to be performed. The scope of work should also indicate the logs to be maintained and the frequency of inspection or review of such records by the supervisor and should briefly describe the oral and written performance system to be used by the LGP contractor.

(22) **Inspection and Acceptance (E)**—This section includes required FAR clauses that give the U.S. Government a right to inspect and accept or reject the work performed, as well as to apply deductions for inadequate performance. When a contractor fails to provide the services required by the contract, the U.S. Government shall extract a deduction for each instance of failure in accordance with the acceptable quality and deduct schedule, Exhibit C. **NOTE:** The COR is authorized by the contract to inspect contractor administrative files as defined in C.1.5.9.2.

(23) **Period of Performance (F.4)**—The usual period is one year. Up to four optional one-year renewals may be included, in addition to the base year, as part of the contract.

(24) **Notice to Proceed (NTP) (F.5)**—This is an important part of the transition into a contract or from one contractor to another. The CO should not issue the NTP until the contractor has acceptable evidence of all required licenses, insurance and permits. There may be an instance where the CO determines that a NTP must be issued prior to all licenses, insurance and permits being obtained. This action should not be taken without the concurrence of A/OPE/EAD, L/BA and DS/CIS/PSP/FPD.

(25) **U.S. Government Approval and Acceptance of Contractor Employees (H.2.1)**—The contractor shall subject his or her personnel to the U.S. Government's approval. All employees must pass a suitable investigation conducted by the contractor, including proof of successful employment during the past three years as well as recommendation(s) from their respective supervisor(s). Also required is a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. All such investigations shall be provided in summary form to the COR for review and approval or disapproval. The investigation record shall be part of the administrative file, see subsection C.1.5.9.2. Local conditions may dictate the degree to which this investigation can be conducted. Should a contractor-conducted investigation not be possible the minimum requirement is a check of using mission sources. The contractor shall not use any employees under this contract without RSO approval. The contractor shall not bill for employees who have not received approval under this clause.

(26) **U.S. Government-Furnished Property (H.3)**—This is an important clause, and the RSO should be assured the contractor fully understands the implications of the intent of this clause concerning contractor liability for U.S. Government furnished property. An exhibit to the solicitation and/or contract must list specific items that the contractor should furnish also with an indication of the items to be furnished to the contractor by the U.S. Government. Subject to the terms of the contract and the circumstances surrounding a particular case, the contractor may be liable for shortages, losses, damage or destruction of U.S. Government furnished property. The RSO should periodically audit all inventories, require accounting for shortfalls, and make spot checks to verify totals, serial numbers, etc.

(27) **Standards of Conduct (H.4.1)**—The contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the U.S. Government. Guards must at all times use politeness and courtesy when dealing with visitors to the U.S. Government's offices and residences.

- The contractor shall notify the COR of proposed disciplinary actions 24 hours in advance. In addition, the U.S. Government reserves the right to direct the contractor to remove an employee from the work site for failure to comply with the standards of conduct. The contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the U.S. Government.

(28) **Uniforms and Personal Equipment (H.4.3)**—As with other equipment, the contractor normally should furnish uniforms for guards. Uniforms should be subject to approval by the RSO and conform to any restrictions placed by the host government as to color, style, marking, badges, etc. Some contracts may specify what a basic issue of clothing includes. In some instances, the mission may furnish uniforms or material and reimburse the cost of tailoring. Blazers with an appropriate shirt, tie, pants and shoes are an acceptable alternative to the more traditional uniform. If the individual guard provides shoes they should be uniform as to style and color. Surveillance detection personnel should wear appropriate civilian clothing. The contractor should bear the cost of purchasing, cleaning, pressing, and repair of uniforms. The contractor should ensure that no items of the uniform are worn, displayed, or used while in an off-duty status unless directly transiting between home and work.

- The RSO should determine what basic personal equipment the guards should use. These include leather gear such as belts, holsters, ammunition pouches, and keepers for flashlights and batons, as well as batons, radios, flashlights, whistles, etc. Regardless of who furnishes this gear, the RSO should require that it be uniform in appearance, serviceable, of good quality, and approved by the RSO. Periodic inspection by contractor supervisors and/or the RSO should be required to assure continued serviceability and quality.

(29) **LGF-Marine Security Guard Relationship (H.4.4)**—The Marine security guard (MSG) has no direct command authority over LGF personnel. However, as a matter of practice, the MSG does serve as a two-way communications channel between LGF personnel, the RSO, the Marine detachment commander, and selected mission personnel. Often, the MSG is the first person notified of an incident. In the absence of a guard supervisor or the RSO and/or PSO, guards should be instructed to contact the MSG for assistance. Under certain conditions, the LGP contractor may contact local police or fire services directly in the interest of time and security, prior to reporting to a supervisor or the MSG. In such cases, instructions concerning this procedure should be contained in each post.

(30) **Intoxicants (H.4.7)**—At some posts, there may be a problem with alcohol and drug abuse. In all contracts, there should be a clause prohibiting the consumption of these materials during a period before and while on duty. This subject may also be covered in general orders.

(31) **Personnel Requirements (Qualifications) (H.5.1)**—All LGF employees, except residential guards, must be literate to the extent that they can read and understand printed orders, maps and instructions. This part of the contract states personnel qualifications in terms of education, experience, work-related training, and other general conditions for satisfactory performance. Requirements need to be valid, clear, concise, and reasonable when measured against local conditions, customs and laws.

(32) **Language Proficiency (H.5.1.1)**—Employees assigned to certain guard posts must have sufficient English language ability to converse with English speaking employees and visitors and read some printed material. The required levels of language proficiencies as defined below are required at guard posts as indicated in Exhibit A, Guard Posts and Schedule of Guard Coverage.

- **Level 1**—Can initiate and maintain predictable face-to-face conversations and satisfy limited demands. Must have sufficient reading comprehension to understand simple expressions in printed form for informative purposes.
- **Level 2**—Able to verbally satisfy routine demands and limited work requirements. Sufficient reading comprehension to read simple written material in a form equivalent to usual printing or typescript on subjects within a familiar context.
- **Level 3**—Able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective. Sufficient reading comprehension to understand most factual material of a non-technical nature as well as some discussions on concrete topics related to special professional needs.
- **Level 4**—Able to speak English with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics. Able to read with almost complete comprehension prose on unfamiliar topics.

**NOTE:** If fluency in one or more local languages, in addition to English, is required, the contract must state so.

(33) **Health (H.5.2)**—All employees must be well proportioned in height and weight and in good general health without physical defects or abnormalities that would interfere with the performance of their duties, including standing for prolonged periods in performance of guard duty. They shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation. Physical fitness shall be evidenced by a certification from a licensed physician, based on a physical examination conducted prior to the employee's assignment to duty and annually thereafter. This certification will be maintained in the administrative file referenced in C.1.5.9.2.

(34) **Training (H.5.4)**—This section governs all aspects of basic guard training whether contractor or U.S. Government provided, including recertification. GEMS training is covered in section H.5.4.4.

(35) **Firearms Qualification (H.5.4.2)**—No guard should be assigned to duty as an armed guard until being trained and qualified as a "marksman" according to either host government or Department standards, whichever are the higher standards. Complete records of all training and firing for qualification and re-qualification must be maintained as part of the permanent record of all training.

- All contract guard employees who must be armed in the performance of their duties must qualify as a "marksman" utilizing the qualification standards shown in Exhibit G, prior to assignment at the activity. The CO must specify the appropriate period, e.g. semiannually, annually, biannually for recertification training.
- Each employee must successfully complete a total of 16 hours of annual recertification training. The annual retraining time of an employee is computed from the completion date of the previous training for that particular employee. Employees are prohibited from providing services under this contract if they are not certified on all required training. The training shall include any new material bearing on the performance of local guard duties.

(36) **Annual Recertification Training (H.5.4.3)**—Each employee must successfully complete a total of 16 hours of annual recertification training. The annual retraining time of an employee is computed from the completion date of the previous training for that particular employee. Employees are prohibited from providing services under this contract if they are not certified on all required training. The training shall include any new material bearing on the performance of local guard duties.

(37) **Surveillance Detection Training (H.5.4.5)**—The U.S. Government shall provide the initial surveillance detection training. The RSO will ensure that either the contractor or the U.S. Government meets subsequent training requirements.

(38) **Weapons (H.6)**—This section should state whether or not the guards will be armed. Where guards are armed, the U.S. Government prefers that the contractor furnish weapons, but the U.S. Government may furnish weapons if the contractor is unable to do so. The RSO should use current data on weapons provided by DS/CIS/PSP/PEL to determine what should be the standard type of weapons for the mission LGF. The RSO also should be aware of local laws concerning firearms. The contract should specify weapons to be furnished. Weapons, other than standard items, require prior DS/CIS/PSP/FPD and DS Firearms Policy Review Board approval based on mission justification and supporting data. DS plays a major role in procurement of these weapons. Weapons furnished by the U.S. Government will be listed in an Exhibit E to the contract. Those furnished by the contractor will be listed in an Exhibit D to the contract.

(39) **Authority (To Detain and/or Arrest) (H.7.1)**—The authority for contractor personnel to detain and/or make arrests is usually that of a private citizen as defined by host government law, but should be thoroughly researched and documented by a competent local legal authority.

(40) **Employee Salary Benefits (H.7.3)**—The U.S. Government shall have no responsibility or liability for payment of any wages or benefits to contractor's employees, including those associated with severance pay as defined by local law. The U.S. Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific applicable mandatory wage levels, premium pay for holidays, payments for social security, pensions, severance pay, sick or health benefits, child care or any other benefit, the contractor is responsible for payments of such costs and must include all such costs in the hourly rates incorporated in this contract.

- Except for reimbursement to the contractor for payment of severance benefits, as set forth herein, the U.S. Government shall have no responsibility or liability for payment of any wages or benefits to contractor's employees. The contractor shall not include severance pay (as defined by local law) accrual in his and/or her labor hour rates, but shall be reimbursed for severance payments actually made to employees providing direct service labor under this contract, to the extent that such payments are required by local law and are made with respect to periods of direct service labor provided under this contract. Severance pay is as defined by local law. Any claim for reimbursement for severance pay must be made not later than sixty (60) calendar days after the expiration of the contract term, and must be supported by proof that the amounts claimed have actually been paid to the employees. No profit, overhead, or other additional charge will be allowed in severance pay reimbursements.

(41) **Personal Injury, Property Loss or Damage (Liability) (H.7.4)**—The contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the contractor's personnel in the performance of the services required under this contract or any cause arising from accidental, careless or irresponsible discharge of firearms assigned to the contractor's personnel. The contractor's assumption of absolute liability is independent of any insurance policies.

(42) **Insurance (H.7.5)**—All LGP contracts require the contractor to provide insurance for its employees in conformity with local law. DBA insurance is also a reimbursable item when any U.S. citizens will work for the contractor on site. See H.7.5.2 for DBA guidance. All other insurance must be included in the hourly rates in Section B.

(43) **Permits (H.7.6)**—Without additional cost to the U.S. Government, the contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. By law, the embassy must assist a U.S. citizen or company contractor in this process.

(44) **Continuity of Services (H.11)**—A FAR addresses the orderly transition from one contractor to another. The clause requires the contractor to provide an orderly and efficient transition to a successor. In addition, Section L of the Request for Proposal (RFP) requires offerors to submit a preliminary transition plan with their proposals. In this way, problems associated with changeover to a new contractor can be minimized.

(45) **Variation in Quantity (H.13)**—The estimated hours shown in Section B may be changed. Normally, the CO would modify the contract to show new hours, posts, etc. Changes to each category of labor are allowed up to 25% below or above the numbers in Section B. If a change greater than 25% is required, the contractor has the right to request a price adjustment. All changes should be made in the form of a written modification, although Section H includes procedures for emergency ordering.

(46) **Renewal Options (I)**—The sample solicitation and/or contract includes a FAR clause allowing the CO to unilaterally renew the contract for as many option years as the contract provides (no more than four options). A contract modification is required to exercise any option.

(47) **Travel and Subsistence Payments (I.2)**—The sample solicitation and/or contract allows post to reimburse the contractor if travel is required. The FAR cost principle on travel cost allowability should be followed.

(48) **Changes (I.5)**—If the mission deems it necessary to change the statement of work, the FAR "Changes" clause provides authority to do so. The CO may modify the contract unilaterally or bilaterally to make the needed changes.

(49) **Payment Due Date (I.1.3.)**—The Prompt Payment Act applies to local guard contracts. A mandatory FAR clause is included in Section I of the sample solicitation and/or contract. Payment is required within 30 days. The RSO as COR must review and certify the invoice for payment. Since this is a time and materials contract, the contractor must provide evidence that the guards have been paid; the hours and rates in the invoice must match what the contract says. Late payments are subject to a penalty, which comes from the program office's budget, not FMP.

(50) **Section J, List of Attachments (Annexes)**—Information contained in the various exhibits is necessary to complete the statement of work and for prospective contractors to develop fixed rates and prices for their offers. The RSO should have primary responsibility for the contents of the exhibits. Of particular note is the exhibit listing the guard posts, the exhibit providing guard orders, and the exhibit providing a schedule of deductions for unacceptable performance.