SECTION C - PERFORMANCE WORK STATEMENT (PWS)

C.1 PURPOSE AND OBJECTIVES

The United States Department of State (DOS) has a requirement for a qualified Contractor to provide local guard services at the U.S Embassy in Tokyo, Japan, [referred to as the "Embassy"] the five Consulates (Sapporo, Osaka-Kobe, Nagoya, Fukuoka, and Naha), the American Center (located in Fukuoka), two housing compounds (located in Tokyo and Osaka-Kobe), and the Foreign Service Institute's Language School in Yokohama. The Embassy requires a secure environment to conduct its mission. The Contractor shall provide the organizational structure, management, and qualified staff at levels to meet or exceed the requirement contained in this PWS.

C.2 BACKGROUND

The DOS, Bureau of Diplomatic Security (DS) plays an essential role in ensuring that foreign policy objectives are accomplished in a safe and secure environment. DS accomplishes this by making the protection of people, information, and property its top priority. DS develops and implements effective security programs to safeguard DOS personnel as they implement foreign policy and promote U.S. interests around the world. The protection of life is the most critical element of the DS mission and is an absolute requirement for the global conduct of foreign affairs.

DS Special Agents that are assigned to U.S. diplomatic missions overseas serve as the Regional Security Officers (RSO). The RSO provides the first line of defense for DOS personnel, their families, U.S. diplomatic missions, and national security information. The RSO develops and implement the programs that shield U.S. missions and residences from physical and technical attack. The RSO receives valuable assistance in this effort from other DS personnel, Marine Security Guards (MSG), local investigators, security engineering officers, and host government officials. The RSO serves as the primary liaison with foreign police and security services overseas in an effort to obtain support for U.S. law enforcement initiatives and investigations. The RSO also serves to monitor the performance of the local guard services as the Contracting Officer's Representative (COR).

C.3 MISSION AND GOALS

The primary mission of the Local Guard Force (LGF) is to protect U.S. Government personnel, facilities, and equipment from damage or loss. The LGF is one component of the Mission's security apparatus and complements other physical, technical, and procedural security systems. The LGF shall carry out specific actions as described in the General and Post Orders (See Section J, Exhibit B). The local guard services shall protect life; prevent unauthorized access; maintain order; deter criminal attacks against employees, dependents, and property prevent terrorist acts against all U.S. assets; and damage to Government property. The Contractor local guard services shall act as an early warning signal to the Embassy and RSO.

C.4 LOCAL GUARD SERVICES

The Contractor shall provide local guard services in accordance with this Section C, Performance Work Statement, Section H, and all Exhibits. The Contractor shall provide two types of services: (1) Standard and (2) Additional or Emergency (A&E) services. The Contractor shall not subcontract or lease the Standard or A&E Services.

The Contractor shall maintain a sufficient number of trained and qualified personnel in order to meet the required hours of operation for each post. The Standard Services are set forth in Section J, Exhibit A. The requirement for temporary A&E Services may stem from such things as a Very Important Person (VIP) visitor to the Embassy, information indicating a possible terrorist attack, change in threat environment, construction projects on the compound, or temporary changes to compound entry/egress.

The Contractor shall ensure that the local guard service personnel comply fully with the General and Post Orders contained in Section J, Exhibit B.

C.4.2 General and Post Orders

The General Orders provide directions and instructions of general application to the Contractor personnel. Post Orders provide detailed instructions to persons assigned to a specific guard post. The Contractor shall ensure that guard personnel comply with these orders. These orders shall not be modified or revised without the written authority of the Contracting Officer (CO).

The Government may make changes to the General and Post Orders within the scope of the contract. All changes and revisions to the orders shall be accomplished by issuance of contract modification. The Contractor may submit to the COR(s) proposed changes to the orders.

The General and Post Orders shall only be provided to the Contractor in English. The Contractor shall translate both General and Post Guard Orders into the local language(s). The Contractor shall maintain a copy of the General Orders and the respective Post Orders in both English and local language versions, as applicable, at each designated post listed in Section J, Exhibit A, and shall ensure that all updates and revisions to the General and Post Orders are maintained at each post. See Section J, Exhibit B for General Orders and Post Orders.

C.5 SPECIFIC TASKS/FUNCTIONS

In performing these services, the Contractor shall be required to protect human life; control access to the facilities; maintain order, and resist attacks against mission personnel, visitors, and families under Chief of Mission authority. The Contractor shall provide roving foot patrols of U.S Government facilities in accordance with Section J, Exhibits A and B. The Contractor shall respond to intruder alerts, notifying the COR, and follow instructions in Section J, Exhibit B.

The Contractor shall use a Central Alarm Monitoring System (CAMS), vehicles, Guard Electronic Monitoring System (GEMS), radio network and equipment, and cellular/mobile telephones, and other equipment in performing the services listed hereafter.

C.5.1 Entry Control

The Contractor shall screen personnel, vehicles, and packages before allowing entry into areas designated by the COR(s) as a controlled area, including but not limited to office buildings and official residences. This screening shall serve to deter and intercept unauthorized personnel, vehicles and packages. The Contractor shall immediately report all serious or unexpected incidents as defined in Section J, Exhibit B. The guards shall screen visitors and their possessions using the access control equipment to detect the presence of weapons or other prohibited items. The Contractor shall provide the building entry control in accordance with Section J, Exhibits A and B.

Residential Entry: For entry control at residences, the Contractor shall identify and maintain a log of visitors entering the residences. Guards shall screen vehicles. Guards shall deny visitors whose arrival is not expected at the entrance until cleared by authorized personnel inside the residence or the RSO Duty Officer (See Section J, Exhibit B). The Contractor shall provide residential entry control in accordance with Section J, Exhibits A and B.

Vehicle Entry and Access Control: For vehicle entry and access control, the Contractor shall examine all Government, commercial, and visitor vehicles entering an official facility. Guards shall check vehicle passengers for proper identification and screen the vehicle for explosives and suspect packages, following the procedures described in Section J, Exhibit B. Guards shall admit only authorized vehicles.

Inspection of Packages and Mail: The Contractor shall physically examine all packages and mail carried by any visitor or local employee who seeks access to official facilities or who seeks to leave or deliver such packages or mail. The Contractor shall maintain a log of all screened packages or mail in accordance with Exhibits B.

C.5.2 Operation of Explosive, X-Ray Inspection and Metal Detection Equipment

The Contractor shall provide personnel to operate the Access Control Equipment. The Contractor shall adhere to the applicable Post Orders (see Section J, Exhibit B).

Contractor employees assigned to posts that use the equipment shall be adequately and properly trained. The posts are set forth in Section J, Exhibit A. The Contractor shall operate explosive detection, x-ray inspection, and metal detection equipment in accordance with Section J, Exhibits A and B.

C.5.3 Patrols

The Contractor shall provide both roving foot patrols, and when applicable Mobile Patrols in accordance with Section J, Exhibits A and B.

Perimeter Patrol: The Contractor shall make rounds within designated areas as directed by the COR. Guards shall change their course, pace, and timing of patrols while patrolling grounds to avoid establishing a set time and pattern of perimeter rounds. In accordance with Exhibit B, the foot patrols may have GEMS responsibilities.

C.5.4 Escort Services

The Contractor does not normally perform escort duties; however, the COR may require the Contractor to provide temporary escort services under special circumstances. The COR will state the required duties when such services are directed. Escort services do not include cash transport services.

C.5.5 Logs and Records

Administrative Records: The Contractor shall maintain administrative files, which shall at a minimum include personnel records, investigation records (see H.2) and training records (see H.7) on all employees working under the contract. The COR is authorized to examine the Contractor's administrative files at any time. The Contractor shall maintain daily time and attendance records, which may be reviewed by the COR as required. The Contractor shall be responsible for the translation into English of all records that are requested by the COR.

The Contractor shall maintain all logs and records of all U.S. owned/controlled properties secured by the Contractor and make them available to the COR for immediate inspection upon request. The Contractor shall submit all logs and records in a format agreed to by the COR. The Contractor shall keep any additional logs as instructed by the COR for deliverable reports (See Section F.4). All log books when full/complete or at the end of the contract shall be submitted to the RSO office for retention.

The Contractor shall provide a log for each post, consisting of a bound ledger, with lined paper and numbered pages. Section J, Exhibit B provides instructions for the posting of each log. All guard entries shall be in ink. An entry shall be made into each post logbook when:

- A guard assumes the post and conducts a radio check;
- When a guard is relieved;
- When post equipment is missing, broken, or malfunctioning;
- When post equipment is tested or calibrated;
- Whenever an incident occurs that requires a separate incident report;
- The RSO, COR, or Guard Force Coordinator conducts a post inspection; and
- A supervisor (including PM, GFC, Shift Supervisor) conducts a post inspection.

Operational Reports: The Contractor shall provide the COR with Official Incident Reports pertaining to any event involving the guard force or observations or anomalies detected or experienced by the guard force at any post (see Section J, Exhibit B). Such reports may include but are not be limited to:

- Procedural security violations;
- Intruders;
- Accidents;
- Suspicious activity;
- Equipment problems;

- Lighting problems; and
- Other incidents either not covered by or contradicting standing orders.

All incident reports shall be written or typed and submitted to the COR not more than 24 hours after the actual event. Serious incidents, as defined by the RSO, must be reported to the COR immediately via telephone. The Contractor shall provide incident report forms for recording information regarding any incident at a post. The Contractor shall submit the design of the incident report form in draft for approval by the COR within 10 days after contract award. The Contractor shall maintain all operational records for the duration of the contract, and shall make the records available for review by COR as required.

Corrective Action Plans and Deficiency Notices: The COR may issue a request for a Corrective Action Plan (CAP) when the Contractor's performance is consistently deficient, substandard, or if a significant incident occurs that compromises the safety and security of mission facilities or personnel. The Contractor, including the Contractor's corporate management personnel, shall be involved in the preparation of the CAP response as well as implementing and monitoring corrective actions to resolve the deficient contract performance.

If implementation of the CAP does not correct the deficient contract performance, the CO may issue a Deficiency Notice to the Contractor.

Explosive, X-Ray Inspection and Metal Detection Equipment Records: The Contractor shall ensure that the explosive detection, x-ray inspection, and metal detection equipment is operating properly. Inspection and calibration shall be conducted by the Contractor, as a minimum, at the beginning of each shift (or as otherwise required) and documented in the post log books in accordance with Exhibit B. If the equipment is not properly operating, the Contractor shall note the deficiencies in the log book and immediately notify the COR.

C.6 REQUESTING ADDITIONAL AND EMERGENCY SERVICES

The COR may orally request Additional or Emergency (A&E) services on a temporary basis to meet revised security needs. Unless otherwise authorized by the CO, temporary changes shall not exceed 30 calendar days or the cumulative ceiling price in the contract for A&E Services. The Government will pay for these temporary changes at the rates stated in Section J, Exhibit S for A&E Services. The COR shall confirm each oral request in writing within 48 hours of the oral request. If the Contractor has not received this written confirmation within 48 hours, the Contractor shall immediately notify the CO.

The changes in this section shall not result in changes to Section J, Exhibit A, because they are only temporary services. The Government will modify the contract (Exhibit A) for any non-temporary need for location changes. If the Contractor has reason to believe that it has been directed by the COR to perform work that is not temporary in nature, the Contractor shall immediately notify the CO in writing.

C.7 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

COR-approved guards, who were working on the previous local guard contract, shall be provided the right of first refusal for employment openings under this contract. This applies to opportunities for which the guards are qualified under this contract. This requirement does not apply to Key Personnel under Section H.6.

C.8 GUARD SERVICES AND EQUIPMENT

C.8.1 Supervision

The Contractor shall provide adequate on-site supervision of all employees and inspection of employees in accordance with Section J, Exhibit B. The Contractor shall inspect each post during daylight hours at least twice and three times during night hours. The COR may, by written notice, reduce the inspection frequency for short periods not to exceed 30 days. This inspection shall assure that:

- The post is properly manned and equipped;
- All guard and security equipment is operational;
- The assigned guard is fully familiar with the General Orders and Post Orders; and
- The post log is properly maintained.

The GFC and Supervisor position are set forth in Section J, Exhibit A and are responsible for quality control and contract compliance.

The Contractor shall conduct a muster of guards going on duty for purposes of attendance, inspection for proper uniform, review of current security concerns, and special instructions, and training. Training provided during the muster is not to be construed as the annual refresher training. The guard muster may be temporarily waived in writing by the COR for periods not to exceed seven calendar days. The time required for this muster is in addition to that required to provide a timely relief for guards on post. The Contractor shall provide this muster at no additional charge.

The organizational structure of guard services consists of staff led by a Project Manager **(**PM**)**. The PM shall manage the Contractor's workforce and be the Contractor's liaison with the Government. The PM shall be available 24-hours per day, seven days per week to receive and implement orders or special instructions from the CO or COR concerning the operation, protection, and security of assigned areas. The PM position is a key position and is staffed in accordance with the requirements described in Section H.5.1. The PM shall routinely report for duty to the embassy/consulate during operational hours and meet with the COR and/or the Guard Force Coordinator.

The uniformed guard force is led by the Guard Force Commander (GFC) during hours indicated in Exhibit A. The GFC's work hours are considered flexible and the COR may adjust the GFC's daily work schedule to include assignment to evening, weekend and holiday periods without a further equitable adjustment in the terms and conditions of the contract. Cumulative adjustments to the daily work schedule shall not exceed the total weekly hours described on Exhibit A for this post. The COR shall provide reasonable prior notification of all schedule changes. The Guard Force Commander position is a key position and is staffed in accordance with the requirements

described in Section H.5.2. After the GFC ends his daily duties, the supervision of the uniformed guard force is transferred to the Supervisors.

The GFC may have one or more supervisors reporting to him/her. The scope and size of the guard services will determine the number of Supervisor positions required. Normally, Supervisor positions are manned 24 hours a day, seven days a week. A supervisor's function shall be to supervise all guard personnel assigned during the shift. The GFC shall routinely meet with the COR and/or the Guard Force Coordinator.

The GFC and Supervisor positions are set forth in Section J, Exhibit A.

C.8.2 Alarm Monitoring/Dispatcher Services

(RESERVED)

C.8.3 Closed Circuit Television (CCTV)

The Contractor Guards shall operate the CCTV monitoring equipment where applicable following the guidance contained in Section J, Exhibit B. The Contractor shall pay particular attention to any suspicious activity. The Contractor shall note any malfunctioning or broken CCTV equipment in the Post Log and report to the COR immediately. The Contractor shall ensure all personnel assigned to a CCTV post are properly trained before being assigned to the post (Section H.7.3).

C.8.4 Guard Electronic Monitoring System (GEMS)

In order to ensure the Embassy is receiving the highest level of security services, the Contractor shall complete a required number of security inspections during each shift. In order to ensure that inspections are maintained at the proper levels, the Contractor shall deploy a Guard Electronic Monitoring System (GEMS). The Contractor shall use GEMS for monitoring the quality control of these inspection services. Posts with GEMS scanner responsibilities(wands) are annotated in Section J, Exhibit A and the duties described in the Post Orders in Section J, Exhibit B. During supervisory inspections, the individual with scanner responsibilities shall document all inspections. Inspections that identify incidents shall be followed-up with written reports as identified in Section C.5.5, Logs and Records, and Section J, Exhibit B. The Contractor shall:

- Ensure responsible employees are properly trained and understand the function of the equipment;
- Ensure correct use of the hand-held data collection device;
- Maintain integrity of the system;
- Ensure designated individuals scan all checkpoints (GEMS buttons) in the route;
- Ensure data is properly entered into the computer; and,
- Ensure information collected is computer-generated into reports designed to capture guard activities and supervisor oversight.

The Contractor shall provide training to the employees who will be using the system. The Contractor shall maintain employee-training records to document the GEMS training in the individual's administrative records. The Contractor shall be responsible for the maintenance, replacement and support of the system to ensure continuous operation and data integrity.

GEMS Components: A complete GEMS includes the system and reporting software, hand-held data collection devices, data points such as bar code labels, data strips, touch tags or electronic buttons, batteries or recharging stations, computer and printer.

The GEMS shall be capable of collecting and downloading data to a computer in order to create computer generated reports. The reports shall serve to document guard activities and supervisor oversight. The system should have an archival capability so that historical information can be accessed via the computer. The integrity of the system shall ensure that data collected cannot be altered or modified. The Contractor shall utilize a scannable media (GEMS wands and buttons) assigned to individual guards, supervisors, guard posts. Note that multiple buttons may be associated with certain posts and compounds such as the Chief of Mission Residence, Marine Security Guard Residence, warehouse locations, and other residences/compounds protected under this contract.

The Contractor shall use the data collected in the system to generate reports for use by the COR. At a minimum, the Contractor shall prepare and furnish to the COR reports as instructed (Sections E.1 and F.4). The monthly reports shall include as a minimum:

- Incident reports - including the date, time location and type of incident,
- Patrol summary - verification of supervisor rounds by checkpoint, time and date, and
- Exception reports that display, for example, the failure to log checkpoint or complete the route in the allotted time.

The COR may request the reports more frequently than monthly as circumstance/incidents dictate.

C.8.5 Radio Network

The Contractor shall furnish an Embassy-dedicated radio network, which shall not be shared with other company network(s). The Contractor shall furnish all communications equipment, software and components necessary to provide a reliable local guard force radio network that is fully functional and operable 24 hours per day, seven days per week (Section J, Exhibit D). Upon assuming post duties, each guard shall conduct a radio check to ensure the radio and network are functioning properly. The guard shall record the check in the post log book. The COR shall be notified of all malfunctioning radio equipment identified during the radio check.

The communication systems shall be designed so that all radios utilizing repeaters**,** if necessary, can receive and transmit to all areas and to all facilities covered by this contract under standard and A&E services. The communication systems shall include a base station and dedicated radio dispatcher. The Contractor shall be responsible for obtaining the necessary radio frequency(ies) for operation of its radio equipment.

The Contractor is solely responsible for acquiring and paying for all licenses and permits that may be required for frequencies and the operation of all communications equipment throughout the life of the contract. The Contractor shall verify, through the COR, that the proposed equipment for the LGF radio network will not interfere with the communications equipment and operations of the Embassy.

The Contractor is responsible for the acquisition, maintenance and repair costs associated with all equipment included in the local guard force radio network. The base station shall be located in a Government furnished facility within one mile of the Embassy.

C.8.6 Vehicles

The Contractor shall provide all transportation/vehicles necessary for the performance of this contract to include mobile patrol and supervisor inspections. For the mobile patrol, the Contractor shall provide new four-door, four-by-four air-conditioned SUV vehicles at the start of contract performance period. During contract performance any vehicle used for mobile patrol exceeding 200,000 kilometers shall be replaced at no additional cost to the government. Contractor employees who operate vehicles in performance of this contract shall be properly licensed to operate such vehicles. All operators shall have maintained a good operating record during the preceding five years and maintain that record during all periods of performance of this contract. The Contractor shall have proper insurance to operate in the host country and will not operate vehicles without proper licenses and insurance.

The Contractor shall provide a sufficient number of vehicles to assure continued availability for the Mobile Patrol operations and supervisory checks during the day and night hours as specified in Exhibit A and Exhibit B. The Contractor shall maintain the ability to accommodate mechanical failure, regular maintenance, or any other foreseen or unforeseen event without having any lapse in coverage. All vehicles shall be marked with a COR-approved logo.

The Contractor shall keep all vehicles in safe operating condition at all times with a valid safety inspection sticker attached if required by local law. The Contractor shall further provide the following:

- insurance premiums;
- costs of fuel, oil, and lubricants;
- routine and special maintenance;
- care and cleaning; and
- tolls, tickets and parking.

C.8.7 Uniforms and Personal Equipment

The Contractor's employees shall wear clean, neat, and complete uniforms, or civilian clothes for SD, when on duty. All employees shall wear uniforms or civilian clothes approved by the COR. The Contractor shall provide for each employee the uniforms and personal equipment listed in Section J, Exhibit D. The Contractor shall bear the cost of purchasing, cleaning, pressing, and repair of the uniforms. The Contractor shall ensure that employees do not use, wear, or display any items of uniform or equipment while they are in an off-duty status. Any equipment that is

worn or damaged shall be promptly replaced by the Contractor. When no longer serviceable, uniforms shall be destroyed beyond recognition by the contractor.

C.8.8 Cost Reimbursable Supplies and Incidental Services

The COR may request the Contractor to purchase expendable supplies and incidental services in support of this contract. All requests to the Contractor shall be in writing. The cumulative total for supplies and services purchased in accordance with Section B.8.3 shall not exceed **YEN798830.00** per contract year. Materials and services shall be reimbursed at cost in accordance with FAR 16.601 (except as provided for in FAR 31.205-26(e) and (f)). Under no circumstances is the Contractor authorized to procure services that are either Standard or A&E services under this Section.

C.9 POST HOURS AND SCHEDULE

A detailed listing of posts and hours of coverage required, by guard category, is provided in Section J, Exhibit A as a part of this contract.

C.9.1 Guard Post Schedule

The Contractor shall maintain a weekly Guard Post Schedule that includes a complete listing of all COR-approved guards, the name of each guard to be assigned to each post for each shift. The weekly Guard Post Schedule shall show the post number and location, the name of the guard assigned, and the shift assigned in terms of hours of the day. In addition, the schedule shall include the hours for the relief guards as well as their name and post assignment or rotation schedule.

The Contractor shall provide schedule updates to the COR for review by 12:00 noon of the next to last day of the workweek for the upcoming week. The COR will acknowledge the schedule by 12:00 noon of the last day of the workweek for the upcoming week. The contractor shall provide each Contractor employee affected a copy of the weekly Guard Post Schedule.

- In the event the Contractor is instructed to make emergency changes to any post schedule pursuant to COR instructions, the Contractor shall update the schedule reflecting all emergency changes employed within 24 hours of the changes; or,
- In cases of medical or other emergency affecting a guard's ability to provide services, the Contractor shall immediately notify the COR and update the schedule within 24 hours.
- Within 7 calendar days after the end of each work week, the contractor shall provide the COR with a updated schedule that has the actual personnel who staffed all the posts (the as-worked schedule).

The granting of a schedule exception by the COR is an acknowledgment of a schedule exception and does not constitute acceptance of deficient contract performance. Schedule exceptions may still be subject to deduction in accordance with Exhibit C and may be included in the Contractor's past performance.

C.9.2 Duty Hour Limits, Breaks and Relief Guards

No Contractor personnel shall be on duty for more than 12 hours in a 24-hour period. Each guard shall have a minimum of 12 hours off duty between tours on this contract. Under emergency situations, the COR may waive this 12-hour limit in writing for short periods, not to exceed seven calendar days. The CO may waive this 12-hour limit for longer periods. The Contractor shall not bill for employee hours that exceed the 12-hour tour length when the Contractor does not have prior written authorization from the COR or the CO.

The Contractor shall provide relief guards to afford a 15-minute break once every four (4) hours during an employee's tour of duty to allow for comfort, personal needs, stress, or other required or requested absences from the Exhibit A assigned post. The Contractor shall provide a minimum 30-minute meal break at an appropriate time once during every tour of duty lasting eight or more hours. Breaks shall not run consecutively.

Breaks shall be in accordance with the table below, shall not run consecutively, and do not apply to supervisors, mobile patrol and residential guard posts:

Tour of duty	15 minute break	30 minute meal break
Eight hours or less	1	1
More than 8 hours and up to 12 hours	2	1

The duty hour limits, and breaks identified in this clause applies to the extent that it does not conflict with the local labor laws. If a conflict exists, the Contractor shall comply with the requirement that provides more breaks for the employees.

C.9.3 Outside Employment or Work on Other Contracts

The Contractor shall obtain the prior written approval of the COR if any employee of the Contractor performing under this contract: 1) intends to work for another firm or organization in addition to the Contractor or 2) before assigning any guard performing under this contract to work with another client of the Contractor.

C.10 ORGANIZATION CHART AND EMPLOYEE LISTING

The Contractor shall maintain an up-to-date organization chart that includes the names of all supervisors, shift organization for each post, and a listing of all current employees by name, to include any overhead personnel that require access and/or unique log-ins for myLGP. A current employee listing shall be provided with each monthly invoice and include employee names, unique employee identification numbers.

The Contractor shall also provide a corporate organizational chart that depicts how this local guard force contract fits into the overall corporate structure. The organizational chart shall

include the names, e-mail addresses and telephone numbers for all layers of management that preside over the division or organization directly responsible for performance of this contract.

C.12 CONTINGENCY PLAN

The Contingency Plan shall address how the Contractor shall deal with situations caused by direct labor personnel, including but not limited to employee illness, employee family emergency, strikes, labor unrest, and disruption of operations. Describe what management techniques will be used to stay aware of and deal with disgruntled or unhappy employees, actions organized by local unions, or local government labor actions. Describe what procedures will be in place to deal with anticipated and unanticipated strikes, work slowdowns, organized failure of employees to report for shift changes, or failure of employees to report for shift changes due to employee illness, family emergency, or failure of the transportation system (see Section J, Exhibit O).

The Contractor shall submit a Final Contingency Plan reflecting any revisions or changes to the Preliminary Contingency Plan within 90-calendar days after the Notice to Proceed. Any proposed revisions to the Contractor's Preliminary Contingency Plan shall not result in an increase in the allotted 90-day transition timeframe. The CO shall approve any changes shown in the Final Contingency Plan through a contract modification.

C.13 TRANSITION PLAN

This contract supports an important U.S. government mission with high visibility and direct implications on U.S. foreign relations. As such the contractor has an individual and direct responsibility to undertake due diligence on any and all entities and individuals that the contractor engages with in order to perform this contract. The contractor shall ensure that all entities and parties to this contract are ethical, competent, qualified to perform this contract, up-standing, and have the experience necessary to successfully obtain the licenses, bonds, and permits within 30 days after contract award and stand-up the contract within 90 days of contract award. In addition, the contactor shall have the capacity and experience to successfully train the incumbent guards within 90 days after the notice to proceed while providing the security services required in Sections C, H, and J, Exhibits A and B.

The Contractor shall perform in accordance with the Preliminary Transition Plan submitted (see Section L.11.2.3) and approved at the time of award. The transition period shall not exceed 90-calendar days and full performance shall commence at the date specified in the Notice-to-Proceed issued by the CO (see Section F.2).

The Contractor shall submit a Final Transition Plan reflecting any revisions or changes to the Preliminary Transition Plan at the Post Award Conference. (See Section F.4). Any proposed revisions to the Contractor's Preliminary Transition Plan shall not result in an increase in the allotted 90-calendar day transition timeframe.

C.13.1 Phase-In Performance (New Contractor)

The Contractor shall assume full responsibility for an orderly phase-in of operations that minimize the impact to the Embassy. The Government will make all facilities and equipment cited herein accessible to the Contractor upon contract award. During the transition period the Contractor shall:

- Complete staffing in accordance with the Contractor's Staffing Plan;
- Submit an Organization Chart;
- Prepare staffing nomination packages for COR review (Section H.2);
- Conduct the required basic training (Section H.7.1);
- Schedule and complete the GEMS Training (Section H.7.3);
- Schedule and complete the Explosive Detectors and/or X-Ray Inspection Equipment Operator Training with the Government (Section H.7.3);
- Schedule and complete the Chemical and/or Biological Awareness and Countermeasures Briefing with the Government (Section H.7.3);
- Schedule and complete the Closed Circuit Television (CCTV) Operator Training (Section H.7.3);
- Acquire all necessary equipment, licenses, permits, and insurance (Section H.10);
- Participate in a preliminary joint inventory of all Government-Furnished Property (Section H.13); and,
- Conduct any other required training such as firearms training if applicable (Section H.8.5).

C.13.2 Phase-In Performance (Incumbent Contractor)

If award is made to the incumbent, the Preliminary Transition Plan should address how the Contractor will make the transition to the new contract, including any work requirements or terms and conditions that did not appear in the incumbent's current contract. During the transition period, the Contractor shall:

- Submit an Organization Chart;
- Acquire all necessary equipment, licenses, permits, and insurance (Section H.10);
- Participate in a preliminary joint inventory of all Government Furnished Property (Section H.13);
- Prepare staffing nomination packages for COR review (Section H.2);
- Conduct the required basic training (Section H.7.1);
- Conduct any other contract required training such as firearms training if applicable (Section H.8.5);
- Schedule the Explosive Detectors and/or X-Ray Inspection Equipment Operator Training with the Government (Section H.7.3);
- Schedule the Chemical and/or Biological Awareness and Countermeasures Briefing with the Government (Section H.7.3); and,
- Schedule the Closed Circuit Television (CCTV) Operator Training with the Government (Section H.7.3).

C.13.3 Phase-Out Performance

At the end of the contract, a follow-on competition shall be conducted by the CO. In the event the current Contractor is not awarded the follow-on contract, the Contractor shall, develop a Phase-Out Plan for the orderly transition of the operations within 75 days of contract expiration.

The phase-out procedures shall not disrupt or adversely affect the day-to-day operations of the Mission and shall result in a smooth and orderly transfer of responsibility to the successor.

The Phase-Out Plan shall include when personnel records will be made available for the new Contractor to review and facilitate offering the Right of First Refusal.

The incumbent shall follow FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991) to ensure transition is accomplished without difficulty until the awardee can fully provide services under the contract, which must be continued without interruption. Any failure to fully implement the Continuity of Services, including attendance at all scheduled meetings and timely submission of all required documents, may result in a negative past performance evaluation and unfavorable responsibility determination.

C.13.4 Completion of Transition Plan

The Final Transition Plan will be discussed during the Post-Award Conference with the Government providing input and recommendations to the Contractor. See Section F for the due date and distribution of the Final Transition Plan.

C.14 DEFINITIONS

TERM	DEFINITION
General Orders	Instructions, directives and guidelines that apply to all guard personnel
Guard	A Contractor's employee who performs routine guard services for the protection of U.S. Mission facilities and personnel and their dependents.
Government	The Government of the United States unless specifically stated otherwise.
Guard Force Commander	A Contractor's employee whose duty is to command/supervise the local guard force and directly coordinate guard force operations with the Regional Security Officer (RSO).
Guard Post	A site or location where a guard is assigned for a specific period of time to perform prescribed functions. One location may have more than one guard post. Thus, one site, such as an access point for the Mission, could have several guards assigned during the same time. The number of guard posts, therefore, is not the same as the number of guards assigned.
Muster	Assembling the guard force in a single location.
myLGP	The USG's proprietary system for submission, acknowledgement and tracking of contract vetting, training and scheduling requirements.
myLGP Implementation	myLGP is implemented when government provided training is completed and the trial period is over.
Post Orders	Detailed instructions to persons assigned to a specific guard post
Semi-Annually	Means twice per calendar year, twice per Government fiscal year or twice per contract year, whichever is applicable. The two events should be conducted at a minimum of 165 but not more than 185 calendar days apart.

Supervisor	A Contractor employee whose duty is to supervise guards on a specific shift or at a specific facility.
United States Firm	A company which operates as a corporation incorporated under the laws of a state within the United States.
Unmanned Post	A post is considered unmanned when it is either vacant during normal post hours for guard coverage, when a guard on-duty is found sleeping, not qualified (e.g. Guard manning a Senior Guard post), has not been approved by the Government, or exceeds the 12 working hours without COR approval.

Section H - SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY

The Government reserves the right to deny access to U.S.-owned and U.S. operated facilities to any individual. The Contractor shall provide the names, biographic data, and police clearance for all Contractor personnel who will be working under this contract before they report for duty. The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards on the uniform at all times while on duty. These identity cards are the property of the Government. The Contractor shall maintain a record of the identity cards which have been issued and provide this record to the COR upon request. The Contractor shall immediately notify the COR in writing if an identity card is lost or stolen. The Contractor shall retrieve issued identity cards when the contract is completed, a Contractor employee leaves this contract, or at the request of the Government.

H.2 APPROVAL AND ACCEPTANCE OF CONTRACTOR EMPLOYEES

The Contractor shall subject its personnel to the Government's approval. All of the Contractor's employees, including the key personnel, must pass a COR-approved suitability investigation conducted by the Contractor. All information required from the Contractor shall be current within 120 days, and all required training shall be completed before submission of the Nomination Package. For employees who will operate vehicles in performance of this contract, a Contractor review of the individual's driving record is also required. For Contractor personnel who are intended to be firearm qualified and who shall be armed, the COR shall approve those personnel for suitability for an armed position in advance of their performance in one such armed position.

The Contractor shall prepare a Nomination Package for each employee proposed for duty under this contract. Before submitting a nomination package to the COR, the contractor shall review the available data to ensure that the data is current, complete and accurate. Furthermore, the contractor shall only submit nominations for personnel who have a reasonable expectation that the candidate will pass the COR vetting process. The Nomination Package is comprised of the following:

Employee profile data consisting of first name, last name, unique employee identification number, and email address;

Exhibit K, Contractor Nomination Letter;

Application for Employment;

Employment Agreement;

Police/Criminal Check;

Copy of the National Identification;

Copy of the Contractor-issued Identification Badge;

Exhibit L, Individual Qualification Checklist;

Exhibit 1, Overseas Vetting Questionnaire;

If English is not the national language of the host country, the individual's English language proficiency level test results;

Designation of the labor category;

Proof of education pursuant to labor category;

Physician's fitness for duty certification;

If the candidate performs special functions (detector operator, dispatcher) designate the function that the individual is proposed to fill;

Credit check;

Training Certificates; and

All applicable Host Nation licenses or permits required for each individual.

The Nomination Packages shall be retained by the COR for the life of the contract. The Contractor shall provide the COR with any updates or changes to the information contained in the Nomination Package. The COR will approve or disapprove the Nomination Package within 30 days after the complete nomination package has been submitted.
In the event that the Nomination Package is rejected by the COR, the Contractor will be given an opportunity to correct or supplement the original nomination package for a single resubmission attempt; however, the COR has an additional 30 days to review a resubmission. A second disapproval by the COR is final and not subject to further discussion from the Contractor. The Contractor shall not use any employees under this contract without Government approval. The Contractor shall not bill for employees who have not received approval under this clause.
The Contractor shall continue to update the Nomination Package for each employee throughout the life of the contract. The COR shall conduct random inspections to ensure contract compliance.

All documentation contained in the Nomination Package shall be submitted no later than 90 days after full performance begins for guards previously approved by the COR. For all new employees, the Contractor shall submit the required nomination package for review and approval, before employee performance on the contract begins.
During the performance of this contract, if the Contractor's employees are subsequently promoted to a higher labor category, the Contractor shall submit a new nomination letter, along with any documents/training certificates required under the new labor category, to the COR for approval. The nomination letter, shall clearly indicate that the employee is nominated to perform duties at a new labor category and/or special functions. The COR shall provide the approval/disapproval in writing within 14 calendar days. The Contractor shall not post the employee to the new labor category without COR approval.
The Government reserves the right to revoke the approval of any COR-approved personnel under this Section for violations of the contract terms under this contract. This may include derogatory information, violations of the standards of conduct, or failure to comply with General and Post orders.
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H.3 HEALTH

The Contractor shall provide to the COR a certification from a licensed physician that the employee is fit to perform the duties under this contract. The certification shall be based on a physical examination conducted prior to the employee's assignment to duty and annually thereafter.
All Contractor employees working under this contract shall be well proportioned in height and weight. These employees shall be in good general health, without physical disabilities that would interfere with acceptable performance of their duties, including standing for prolonged periods in performance of guard duty. To the extent that it does not violate local law, all employees shall be free from communicable disease except for those that cannot be transmitted through casual contact. Guards shall possess binocular vision, correctable to 20/30(Snellen) and shall not be colorblind. Guards shall be capable of hearing ordinary conversation.

H.4 LANGUAGE/READING PROFICIENCY

Contractor employees assigned to certain guard posts must be able to converse with employee and visitors in English and host-government language(s). The English language requirement is specified by guard post in Section J Exhibit A. Levels of language "speaking" and "reading" proficiencies are defined in Section J Exhibit H. The Contractor shall maintain an English testing and validation program for each guard staffing a position requiring a specified language level as listed in Section J, Exhibit A. The COR may interview guard(s) and/or specialist(s) to verify specified language capability level as part of the approval process or at any time when an individual is performing their duty.
Contractor employees shall be able to read and understand printed instructions, maps, orders, and must demonstrate the ability to carry out instructions. All employees shall have sufficient knowledge of the local language(s) to be able to perform the work required by the contract.

H.5 PERSONNEL REQUIREMENTS

The following delineates the minimum personnel requirements for the Overseas Guard Services. The Contractor shall provide trained guard personnel for posts designated and for the hours indicated in Exhibit A. Listed below are the labor categories set forth under this contract. The specific job duties for each position listed below are delineated in Section J, Exhibit B.

The Contractor shall maintain all supporting personnel and investigation records, training records, certifications and licenses as well as the information required in the nomination packages specified in Section H.2.
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H.5.1 Project Manager

The Project Manager (PM) shall have experience and qualifications on a range of security-related skills and have a verified record of proven reliability and good conduct. The PM position is excluded from Exhibit A and may be included in the overhead rate.
Education: The Project Manager (PM) shall have completed a secondary education, poly technical school, National Diploma, or Associate degree, and have experience in program or project management and qualifications on a range of security-related skills along with a verified record of proven reliability and good conduct to minimize personnel and staffing issues.
Experience: The PM shall have a minimum of 10 years police, military, security, or local guard force management experience with a minimum of five years of the work experience being at supervisory or command levels. A minimum of five years work experience in the host country or region. The PM shall possess intimate knowledge of overseas security environments and have a familiarity of the recent trends and specific terrorist and criminal threats facing the U.S Mission. Experience with risk management including problem identification and problem solving would be highly recommended. On a daily basis, the PM shall analyze the operational security environment throughout region, country and the city and work closely with the COR to ensure Post's security posture and countermeasures are commensurate with the overall threat to U.S. personnel and the Mission. In addition, the PM shall meet the following qualifications and to perform supervisory duties that include:

Knowledge and Skills: The PM shall have the following knowledge and skills:

Be a citizen of the host country, or a third country national citizen in possession of a valid current work visa in the host nation;

Speak the local language and English speaking/reading skill level S4/R4;

Able to use a computer including all common office management tools (e.g. Microsoft Office);

Experience with multiple levels of communication between various levels of management;

Experience managing security staff or local guard force management experience;

Be an expert in all areas of physical security and access control;

Must understand operational methods of all guard force units and zones for response, and maintain a professional demeanor under highly stressful circumstances;

Be experienced in basic communications and radio use/procedures;

Be able to maintain and manage communication between all parties;

Provide risk management planning and performing qualitative risk analysis;

Be able to define, sequence and estimate activities and resources;

Experience with acquiring, developing, and managing project teams;

Oversight of and responsible for quality control and contract compliance;

Hold a current host-country driver's license; and

If applicable, complete and maintain firearms training and certification in accordance with local labor law and the requirements of this contract.

Duties: The PM must be able to provide proactive program management, and provide the COR with specific information and status of the local guard force on a daily basis. The PM shall be dedicated full time to support this contract. The PM shall be accessible and responsive to the CO or COR on all matters related to performance of this contract 24 hours per day, seven days per week. The PM shall be accessible in person within one hour of request by the COR. For scheduled and unscheduled absences of the PM, the contractor shall follow the procedures outlined in Section J Exhibit O, Contingency Plan.
The PM shall reside in the same city as the U.S. Embassy. The PM must meet with the COR and Overseas Guard Services routinely. The PM shall be required to visit each U.S. Mission covered by the place of performance a minimum of once per quarter. The PM visits shall be documented with a written report of the visits. The Report shall include observations of contract performance/compliance and submitted directly to The COR within 7 days after the visit. The PM Report shall also be included in the monthly QACR.
When implemented, the PM shall be knowledgeable in the use of and maintenance of myLGP system and ensure the data in myLGP is current, complete and accurate.

H.5.2 Supervisor

The Supervisor shall have at least a secondary education, National Diploma, or High School. A minimum of five years' experience in the military, police or guard force with proven experience in leadership roles is required. Experience with risk management including problem identification and problem solving would be highly recommended. The Contractor Supervisor shall conduct a muster of guards going on duty for purposes of inspection for proper uniform, review of current security problems, special instructions and training. The time required for this muster is in addition to that required to provide a timely relief for guards on post.
In addition, Supervisor shall meet the following qualifications:

Speak the local language

Possess English language proficiency in accordance with Section J Exhibit A;

Have experience managing security staff;

Be proficient in all areas of physical security and access control;

Be trained in the use of physical methods of control and restraint;

Be experienced in basic communications and radio use/procedures;

Hold a current host-country driver's license;

If applicable, complete and maintain firearms training and certification in accordance with local labor law and the requirements of this contract.

The Supervisor shall be required to perform supervisory duties that may include all or part of the responsibilities set forth below:

Supervising the guard force;

Conducting inspections of guards and guard posts;

Investigating irregularities or incidents and writing clear and concise report;

Preparing reports and making recommendations regarding the discipline and termination actions;

Reports to the PM;

Providing on-the-job training of subordinates;

Ensure all guards are properly uniformed, equipped and staffed per the Exhibit A;

Oversight of and responsible for quality control and contract compliance;

Deploying guards for a shift or at a facility pursuant to COR instructions; and,

Acting as a point of contact with the COR and GTM on operational guard force matters.

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H.5.3 Senior Guard

The Senior Guard shall have successfully completed a ninth grade education, or primary school education with five years' experience in the military, police or guard force. The Senior Guard shall demonstrate command of the local language. The Senior Guard shall be required to perform duties that may include all or part of the responsibilities set forth below:

Oversight of access control points

On-the-job training of subordinates;

Performing duties requiring special skills or increased responsibilities other than supervision;

Possess English language proficiency in accordance with Section J Exhibit A;

If identified as armed on Section J Exhibit A, complete and maintain firearms training and certification in accordance with local labor law and the requirements of this contract.

H.5.4 Guard
The Guard(s) shall have successfully completed primary school. The Guard shall demonstrate command of the local language. All guards shall be required to perform all or part of the responsibilities set forth below:

Performing security duties at fixed and walking posts.

Providing assistance to local authorities in thwarting criminal and terrorist acts;

Performing access control duties to limit entry to authorized personnel or visitors;

Operating of walk-through metal detectors, hand-held metal detectors, electronic hydraulic barriers, and special monitoring devices;

Possess English language proficiency in accordance with Section J Exhibit A; and,

If identified as armed on Section J Exhibit A, complete and maintain firearms training and certification in accordance with local labor law and the requirements of this contract.

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H.5.5 Bodyguard
The bodyguards shall have successfully completed 12th grade education equivalent to a US High School Diploma and have three (3) years' close protection experience; vision correctable to 20/20; able to travel within Japan; and hold a valid licensing for firearms competency certificate and valid Close Protection training certificate issued by the licensing authority of Japan or one of its appointed delegates such as the Japan Police Service. The bodyguard must have successfully completed all required training corresponding to the Embassy contract; shall have no criminal history, complaints, pending legal issues, etc., shall have good physical health and no major medical issues, shall demonstrate safe firearms handling and pass DS firearms qualification course. They shall have a command of English at the S3/R3 level. The bodyguards may also perform duties requiring special skills or increased responsibilities to include:

Accompany the COM on all movements;

Coordinating with host country security personnel;

Providing react scenario to the RSO, upon request;

Maintain computer proficiency with MS Office;

Able to pass Embassy cyber security training; and

Shall accompany COM on recreational and physical fitness outings, if required.

The Bodyguards shall work 8-hour shifts. The COR may approve temporary extensions of the shift dependent upon the situation not to exceed Host Nation maximum allowable hours in a day.

H.5.6 Guard Force Commander (RESERVED)
H.5.7 Guard-Driver (RESERVED)
H.5.8 Shift Supervisor (RESERVED)
H.5.9 Surveillance Detection Supervisor (SDS): (RESERVED)
H.5.10 Surveillance Detection Monitor (SD Monitor): (RESERVED)
H.6 KEY PERSONNEL
The Contractor shall assign the following key personnel to this contract:
Position/Function Name
Project Manager _____
Supervisor _____
During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the CO immediately of any of these events. If the key personnel must be replaced, the Contractor shall provide the information required below to the CO.

The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the CO.

The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

The CO will notify the Contractor of its approval or disapproval of the substitution within 15-calendar days after receiving the required information.
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After the first 90 days of performance, the Contractor may substitute a key person if the Contractor determines that it is necessary, and upon approval of the CO. Prior to making the substitution, the Contractor shall provide the information required above to the CO and COR for approval. The CO will notify the Contractor of its approval or disapproval of the substitution within 15-calendar days after receiving the required information.
The Government will modify the contract to reflect any changes in key personnel.
H.7 TRAINING REQUIREMENTS
The types of training required for this contract are basic training, firearms and qualification (if applicable);annual refresher training; GEMS training; explosive detection and x-ray training (see Section H.7.3); and safe-driving training (see Section H.7.3). The Contractor shall maintain employee training records to document the training each employee receives. Training records may include sign-in rosters, tests, test results, training certificates, etc. These records shall be part of the administrative files required by Section C.

The Contractor shall develop a Training Program, to be approved by the COR, that addresses each course,instructor(s) qualifications, measures the effectiveness of training (i.e. methods to test guards' understanding of instruction/level of proficiency), proposed training facilities, training aids to be used by the Contractor and what type of remedial training will be given for guards that fail to demonstrate the requisite level of proficiency.
The Contractor shall maintain employee-training records to document the training each employee receives. These records shall be part of the files required by Sections C.5.5 and H.2. These records shall be available for review by the COR upon request.
The initial and refresher training required in this Section shall be in addition to any training required by host country law, or previously provided by the Contractor. The Contactor shall maintain training records and certificates for Basic, Refresher, and Specialized Training. In addition, the training certificates issued for training required under this contract shall be distinguishable from training certificates issued for other contractor-provided training or host country training and include the dates of training.

H.7.1 Basic Training

The training requirements listed below apply to all employees assigned to a position listed in Section J, Exhibit A and the PM. Before assigning an employee, the Contractor shall have the employee satisfactorily complete a program of basic training approved by the COR. This program shall be a minimum of 80 hours and include the activities listed below. If Exhibit A requires armed guards, an additional 40 hours of firearms training is required. This Basic Training requirement applies to employees who completed the training under the previous contract. The Contractor has 90 days from the Notice to Proceed to train the incumbent personnel. All costs of basic training, including labor, are the responsibility of the Contractor.

Orientation: Introduction to the training program, training objectives, the role of the guard force in the Mission Security Plan. The post Regional Security Officer (RSO) shall participate in this block of instruction.

U.S. Government Assets: Description of U.S. assets to be protected, including name, location, and function. The COR shall provide this information.

Local Law and the Power of Arrest: The powers and legal limitations of the guard to use force and arrest offenders, and the relationship of the guard force to the host government security forces.

Terrorism and Criminality: Description of the nature of the threat to U.S. assets, with examples.

Fires and Explosions: Description of the threat to assets of fire and explosions, with examples.

Mission Emergency Plans: Role of the guard force in cases of fire, explosions, bomb search and building evacuation. The COR shall provide this information.

Physical Security Measures Employed by the Mission: Description of the access control systems employed, including alarms used (anti-intrusion and fire).

Basic Guard Duties: General description of guard actions for protection of facilities and residences. Denial of access to unauthorized persons, preparation and maintenance of guard force records, logs, and reports.

Guard Force Communications: Procedures to be used in case of incident; notification of others; use of radio equipment.

General Orders and Post Orders: Details of Exhibit B. Emphasis on guard responsibilities, conduct, and penalties for violating orders.

Maintenance of Post Logs and Preparation of Incident Reports: Procedures for preparing daily logs and official incident reports.

Unarmed Defense and Restraint of Disorderly Persons: Procedures for defending against physical attack; procedures for restraining others; guidance on the use of force.

The Use of Personal Equipment: Procedures for the use of the baton, handcuffs, and mace, as applicable.

Use of Deadly Force: Review of the guidelines contained in Exhibit J (Policy on use of deadly force).

Access Control Equipment Use and Procedures: Use of electronic body and package search equipment; body search manually; vehicle search and building search for suspected bombs; visitor control systems, including badge issuance and control. (Training shall include general coverage of this subject for all guard personnel, with special hands-on training for those with access control duties.)

Observation Techniques: Use of observation techniques for static guards, mobile patrol units, and foot patrols to identify, report and record suspicious acts and persons, with special emphasis on surveillance detection techniques for all guards.

Dealing with Government Employees and the General Public: Procedures to be used when conversing with Government employees and the general public; actions to be taken when confronted by hostile individuals and mentally disturbed persons.

First Aid/CPR: Dealing with medical emergencies at the scene of an injury or illness.

WMD Awareness and Counter Measures Briefing: Description of equipment usage. The RSO shall provide this training.

H.7.2 Annual Refresher Training

The Contractor shall have each employee, successfully complete at least 16 hours of annual refresher training, which may include an overview of all or some of the elements of the basic training course (e.g. U.S.Government Assets, Local Law and the Power of Arrest, Use of Force, Terrorism and Criminality, Fires and Explosives, Mission Emergency Plans, Physical Security

Measures, Basic Guard Duties, etc.). The Contractor shall submit to the COR a refresher course outline within 90 days following the issuance of the Notice-to-Proceed (Section F.2) and update on the first day of each option year, or as required by the COR. The course outline shall specifically address the refresher training requirements the COR and Contractor deem important for the current local guard staff.
The Contractor shall not provide services of employees unless they are certified on all required training. The training shall include any new material affecting the performance of local guard force duties, recertification in CPR, and refresher training in first aid. All costs of refresher training, including labor, are the responsibility of the Contractor. Each guard shall complete the annual refresher training for the current year at the anniversary of a guard's basic training or within three months of previous annual refresher training. Upon completion of annual refresher training the Contractor shall submit to the COR a signed training roster for each class held and update employee-training records to document the training each employee successfully completed.

H.7.3 Specialized Training

The Contractor shall ensure that the guards receive Specialized Training as their responsibilities and positions warrant. The Specialized Training listed below is in addition to the 80 hours of Basic Training and 16 hours of Refresher Training.
Except for GEMS and Safe Driving Training, the Government will provide initial Specialized Training to the **Contractor guard supervisory staff or local guard trainer**. The Contractor may use the materials provided in the Government training for initial or recertification training of the guard force, or develop their own curriculum. Any revisions to the curriculum shall be submitted to the COR for review and approval prior to the commencement of the Contractor-provided training sessions. The contractor shall submit a signed training roster for each class held.
GEMS Training: The Contractor shall provide each supervisor and any other employee using GEMS with training in the proper use, maintenance, replacement and support of the system to ensure continuous operation of the system. The Contractor shall ensure the correct use of the GEMS reader, the integrity of the system, ensure supervisors scan all GEMS points for the route, and ensure data is properly entered into the computer**.**
CAMS Training: Personnel monitoring CAMS equipment shall be trained on the proper use and operation of the equipment. For these employees, CAMS training shall also be part of their annual training. The Contractor is responsible for ensuring the correct use of the CAMS system**.** The COR will provide up to two hours of initial CAMS training during the standup of the contract, thereafter, the Contractor shall provide the CAMS training.
Explosive Detectors, Metal Detectors and/or X-Ray Inspection Equipment Operator Training: The Government will provide the Contractor with training for the explosive detector equipment and system operation (see Section C.5.2) for a maximum of five (5) hours. Training shall cover equipment operation, operator maintenance, log book procedures, and alarm resolution guidance. The Government will provide the Contractor with training for the metal detectors and x-ray inspection equipment for a maximum of two (2) hours. Training for the metal detectors and x-ray equipment will cover equipment operation and hazardous device recognition.

Chemical and/or Biological Awareness and Counter Measures Briefing: The Government will provide the Contractor with training for chemical and/or biological awareness and counter measures for a maximum of two(2) hours.
Closed Circuit Television (CCTV) Operator Training: The Government will provide the Contractor with training on the CCTV monitoring equipment for a maximum of two (2) hours. (Section C.8.3). Training shall cover equipment operation, logbook procedures, and alarm response guidance.
Safe Driving Program: The Contractor shall maintain a COR approved safe driving program and annual refresher course for all contract employees required to operate a motor vehicle as part of their duties/responsibilities. The program shall include both preventative and remedial measures to promote safe driving. Preventative measures shall include:

Restricting selection of drivers to those with satisfactory driving records;

Ongoing driver safety awareness training;

Special driver's training for adverse weather/road conditions prevalent in the region where the contract is executed;

Mandatory use of seat belts at all times – driver and passenger(s);

Prohibition against driving while using any substance that impairs:
Sound judgment

Visual acuity

Motor skills

Prohibition against using a cell phone in any way while driving;

Limiting the number of hours driving without a break; and,

Limiting maximum number of hours driving.

Remedial measures shall include:

After action reviews for any accident involving a contract employee working for the U.S. Mission; and,

Mandatory driver safety re-training for any Contractor employee involved in an accident and determined to be at fault.

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H.8 ARMED PERSONNEL

The COR shall approve in advance Contractor personnel who shall be armed. Prior to requesting approval, the Contractor shall, at the Contractor's expense, have the employee satisfactorily

complete Basic Firearm Training and qualify with the firearms as described in this Section. The Contractor shall ensure all armed personnel are and remain properly licensed in accordance with local law. Under no circumstances shall a guard carry or handle a firearm if not properly licensed or if the individual has not completed the required firearm training. To ensure proper oversight of armed personnel, supervisors shall be firearms trained.

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H.8.1 Firearms

Section J, Exhibit A identifies the posts manned by armed guards. Section J, Exhibit D lists the types and quantities of firearms, ammunition, ancillary supplies and equipment to be furnished by the Contractor. SectionJ, Exhibit E lists the types and quantities of equipment to be furnished by the Government. Guards shall only use the firearms described in Section J, Exhibit D and they are prohibited from carrying or using any other firearms in performance of this contract.

H.8.2 Firearms Control

The Contractor shall ensure that prior to each posting all firearms are clean and serviceable, and that each weapon is loaded with the appropriate type and amount of ammunition. The Contractor shall have an accountability program in place to account for firearms at all times. The Contractor shall provide and use a proper firearms storage container and location approved by the COR. The Contractor shall provide containers or cabinets that must meet applicable laws and regulations for the storage of firearms and ammunition.

H.8.3 Weapon Maintenance

The Contractor shall provide all cleaning supplies and for cleaning the weapon. Firearms shall be cleaned and maintained, and the Contractor will maintain a log listing weapon make, model, serial number and the date on which it was cleaned.

H.8.4 Firearms Misuse

The misuse, mishandling, or negligent discharge of any weapon by a contractor employee may result in immediate removal of the individual from this contract. See also Exhibit C.

H.8.5 Firearms Training

Firearms training requirements apply to all employees, assigned to an armed guard post listed in Section J,Exhibit A and to all supervisors. The Contractor shall maintain employee-training records to document the training each employee receives and submit copies to the COR. These records shall be part of the Contractor's administrative files (see Sections H.2 and H.7). The Contactor shall act in accordance with any firearms training requirements mandated by host country law. The Government reserves the right to monitor all firearms training conducted by the Contractor.

H.8.6 Certified Firearm Instructor

All firearms training conducted by the Contractor shall be performed under the direction of certified Firearms Instructor(s) in accordance with host country law. The firearms Instructor(s) shall be of a qualification level necessary to provide firearms instruction for the firearms described in Exhibit E. The Contractor shall provide proof of the instructor's certification to the COR prior to conducting firearm training.

H.8.7 Firearms Training

Basic Firearms Training shall be a minimum of 40 hours of training, and annual refresher training shall be eight hours. The initial and refresher training required in this Section shall be in addition to any firearms training required by host country law or previously provided by the Contractor. This training shall be conducted in both a classroom environment and at a suitable

firing range. A syllabus for training must be submitted and approved by the COR prior to commencement of training, and the COR has the right to be present during any or all stages of training. Firearm training shall address the firearms described in Exhibit D.
The Contractor shall furnish all necessary materials for the training including classrooms, firing range, targets, ammunition, firearms, and any other miscellaneous supplies and equipment. This program shall include the following activities:

Classroom instruction shall include weapon nomenclature (to include safety features), safe weapon handling and proper marksmanship techniques for the firearms described in Section J, Exhibit D. Strict instruction shall be provided regarding the host country laws and regulations that pertain to the carrying and use of firearms; the Section J, Exhibit B, General Orders and Post Orders; Exhibit G,Firearm Qualification Standard; and Section J, Exhibit J, Policy on Use of Deadly Force.

Firing Range training shall include hands-on familiarization with the proper use of the weapon, firing positions, firing, speed reloading, firearm safety, cleaning and maintenance of the firearm. This aspect of the firearm training shall include familiarization firing of the weapon to ensure the guard can successfully qualify with the assigned weapon and include firing a minimum of 100 rounds of ammunition.

The Basic Firearms Training requirement does not apply to employees who have been hired under the right of first refusal of employment clause found at Section I, provided the employees satisfactorily completed basic firearm training substantially the same as described above. Such employees must have satisfactorily previously completed the Basic Firearm Training and documentation of the satisfactory completion of basic firearms training course shall be subject to the review and approval by the COR.

H.8.8 Firearms Certification

All Contractor employees who must be armed in the performance of their duties shall be qualified using the qualification standards described in Exhibit G prior to assignment to an armed guard post under this contract. Armed Contractor employees shall re-qualify semi-annually thereafter. The Contractor shall ensure that in addition to the standards described in Exhibit G Contractor employees who must be armed adhere to host country laws and requirements. The Contractor shall have the employees satisfactorily complete both the firearms training and achieve qualification standards at the Contractor’s expense. Copies of initial qualification and annual requalification scores must be submitted to the COR along with certification of adherence to host country firearm laws, where applicable. The contractor shall submit copies of the certifications for each employee personnel profiles (See Section H.2).

H.8.9 Firing Range

The Contractor shall be responsible for procuring/providing a safe firing range for instructional purposes. Range use proposals should be discussed and an inspection of the facility made by the COR or his/her delegate prior to the use of any facility to ensure the firing range is adequate to handle the firearms described in Exhibit D, and has adequate space allowances for an instruction area, and that Contractor transportation is available for transporting the guards to and from the firing range.

H.9 AUTHORITY AND JURISDICTION

Authority of the Contractor's personnel to detain and/or make arrests shall be that of private citizens as defined by host country law.

H.10 LICENSES, BONDS AND PERMITS

The Contractor shall provide and pay for any official bonds and/or licenses required for the performance of this contract.

The Contractor shall obtain all permits, licenses, and appointments required for the execution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws. Failure to be fully licensed within 30 days of contract award may result in contract termination. The Contractor shall be responsible for application, justification, fees, and certifications for any licenses required by the host government. The Contractor can ask for Embassy assistance in obtaining licenses and permits by making a written request to the CO after contract award. If the Government is able to assist the Contractor, the Government does not guarantee that licenses/permits and any subsequent renewals will be issued or will be issued on time. Contractor shall be solely responsible for maintaining all the required terms of any host country labor law and security service law. The Contractor shall maintain and keep all licenses and permits valid and current throughout contact performance. The Contractor shall provide the COR and CO with copies of all renewals of licenses and permits within seven days of renewal.

H.11 PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (Liability)

The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

Negligence of the Contractor's personnel in the performance of this contract; or

Any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor’s personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

H.11.1 Insurance

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract whatever insurance is legally required by the host country regarding labor laws and special regulatory laws for security companies and their employees. The Contractor shall carry the following minimum insurance:

Automobile Liability
Bodily injury FJD 200,000 per person and
FJD 500,000 per occurrence
Property damage FJD 20,000 per occurrence
Comprehensive General Liability
Bodily injury FJD 500,000 per occurrence
Workers' Compensation and Employer’s Liability
Workers’ Compensation and Occupational Disease as required by host country law
Statutory as required by host country law
Employer’s Liability FJD 100,000

H.11.2 Defense Base Act Insurance (DBA)

DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts over US$3,500.00. Only the countries listed currently on the Department of Labor's (DOL) Active DBA Waivers are not required to have DBA insurance for Host Country Nationals (HCNs) and Third Country Nationals (TCNs) working overseas. (See website for country waivers: https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm). The waiver is only valid if alternative worker's compensation benefits are provided to the waived employees pursuant to applicable local law. If there are no local worker's compensation laws, the waiver has no effect and HCN and TCN (if applicable by local law) working under a U. S. contract shall be included and covered under the DBA.

The DBA insurance may be obtained from any authorized DBA insurance broker, see FAR 52.228-3WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JULY 2014).

New DBA insurances policies can be purchased directly from any DOL (Department of Labor) approved insurance carrier. A list of DOL approved carriers may be found at http://www.dol.gov/owcp/dlhwc/lscarrier.htm

H.12 VARIATION IN QUANTITY

(a) The Government reserves the right to increase or decrease the number of hours required for each labor category of Standard Services shown in Section B.

(b) As long as the cumulative number of hours required due to increases or decreases is not less than75% or more than 125% of the number of hours specified for that labor category in Section B at the time award, neither the Contractor nor the Government shall be entitled to an adjustment of the hourly rates. The

Government will modify the contract to show any decrease or increase in the number of hours with a unilateral modification. The contract modification may include revisions to Section B, Exhibits A and B, and any other portion of the contract requiring revision to reflect the increase or decrease in the number of hours.

(c) If the cumulative number of hours required as the result of any increases or decreases is less than 75%or more than 125% of the number of hours required for the labor category in Section B for Standard Services, the Government or the Contractor may request adjustment of the hourly rates under the Changes clause or the Termination clause. The allowable adjustment shall be based only on any increase or decrease in costs due to the variation above 125% or below 75%. Requests for adjustments shall be made within 90 days of the change in requirements that caused the hours to exceed the 25% variation. The Contractor and the Government shall sign modifications adjusting the hourly rates. If an agreement cannot be reached on the amount of the adjustment, the Government shall prepare a unilateral modification and the Contractor may assert its rights under the Changes clause or the Termination for Convenience clause.

H.13 GOVERNMENT FURNISHED PROPERTY

The Contractor shall physically inventory all Government-Furnished Property in its possession at least annually. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting, and reconciling the property with written records.

The Contractor shall follow the inventory practices prescribed in FAR 52.245-1, Government Property. The Contractor shall submit a Preliminary Inventory Report prior to the end of the

Transition Period. Upon receiving the Notice-to-Proceed, the Contractor shall have 10 days to re-inspect the property and issue a Final Property Report prior to acceptance.
A final inventory shall be conducted at the completion or termination of the contract as directed by the CO. Unless approved in advance by the CO, personnel other than those who maintain the property records or who have custody of the property shall conduct the inventory.
The Contractor shall establish and maintain a property management system that is in accordance with FAR52.245-1 Government Property clause. Government-furnished property, government property, and Contractor-acquired property are all defined in FAR 45.101.

H.13.1 Pre-Inventory Meetings

The Government shall hold a pre-inventory meeting with the Contractor to discuss property locations and review the layout of areas to be inventoried and establish an orderly movement through locations to avoid property being overlooked. The meeting shall discuss property condition codes used and how to apply them. The Contractor shall ensure that all property record data remains current and accurate. The inventory process shall be conducted in accordance with the requirements of the Foreign Affairs Handbook (FAH) 14-1 H-620,titled Inventory Requirements for Department and Field Offices. A copy of the FAH can be provided to the Contractor by request to the CO or COR.

H.14 KEY CONTROL

The Contractor shall receive, secure, issue, and account for any keys issued for access to buildings, offices, equipment, gates, and similar controls for the purposes of this contract. The Contractor **shall not** duplicate keys without the COR's approval. If the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from work under this contract. If the Contractor has lost any keys used under this contract, the Contractor shall immediately notify the COR. For lost

or improperly duplicated keys, the Government shall deduct from the Contractor’s next invoice the cost of re-keying any compromised system.

H.15 PUBLIC RELEASE OF INFORMATION

There shall be no public release of information or photographs concerning any aspect of the U.S. Embassy, its mission, or services relating to this contract, or other documents resulting there from, without the prior approval of the CO.

H.16 POST AWARD CONFERENCE

Within 20-calendar days after contract award, the Government will hold a post award conference. The Government will provide the location, date, and time of the conference when the contract is awarded. At the beginning of this conference, the Contractor shall present a detailed transition plan.
During the post award conference, the COR will review Section J, Exhibit 1, OVQ, and inform the contractor which questions within the OVQ do not require answers/responses.

H.17 LOCAL GUARD FORCE-MARINE SECURITY GUARD RELATIONSHIP

Although the U.S. Marine security guards do not have a direct oversight role in the management of the local guard force, they do serve as a communications link between the COR, other Government officers, and the Contractor’s local guard force. At a post that has a Marine guard augmented with a local guard, the Marine guard has primary responsibility for security and operation of the post.

H.18 STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance, and integrity. The Contractor shall take any necessary disciplinary action for its employees. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. Guards must at all times use politeness and courtesy when dealing with visitors to the Government's offices and residences.
The Contractor shall notify the COR of proposed disciplinary actions 24 hours in advance. In addition, the 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 Government. Additional standard of conduct provisions can be found at Exhibit B.
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H.18.1 Appearance

The Government requires a favorable image and considers it to be a major asset of a protective force. The employee's attitude, courtesy, and job knowledge are influential in creating a favorable image. All contract employees shall wear a uniform while on duty. The Contractor shall ensure that guard personnel at all times present a neat appearance, paying particular attention to their personal hygiene, bearing, uniform, and equipment.

H.18.2 Grooming Standards

The Contractor shall ensure at all times guard personnel present a neat appearance, paying particular attention to their personal hygiene, grooming, uniform, and equipment.

The Contracting Officer's Representative for each contract will review these standards and advise FPD and GA regarding any relevant and specific local religious requirements, customs or societal issues that must be addressed and accommodated.
The specific personal appearance and grooming standards required by this contract are included but not limited to the below guidelines:
a) Visible Markings & Tattoos: Uniformed personnel with tattoos, henna, scarification, branding, and non-medical related implants, that are visible on their neck, face and head region while in the approved uniform, shall be prohibited from working on this contract. If said markings can be covered by the proper wearing ofthe uniformed garment, natural or authorized hair pieces or otherwise by a small band aid not to exceed 2" X3", such markings are acceptable. Additionally, tattoos, henna, scarification, branding and non-medical related implants of a profane or offensive nature, as deemed by the COR, shall be prohibited when exposed on anybody part while on duty.
b) Eyewear: Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses or eyeglasses that are faddish in style or color (e.g. bright, iridescent or fluorescent orange, yellow, red, etc.) or have lenses or frames with initials or other adornments shall not be worn. Mirrored or opaque sunglasses may not be worn. Sunglasses or darkly tinted glasses shall not be worn inside the building unless medically deemed necessary by a licensed medical physician.
c) Jewelry: Guards shall not wear jewelry in their noses, tongue or ears while supporting this contract. Females may wear small plain gold-tone, silver-tone or pearl button earrings not to exceed 1/4" in diameter. Rings on fingers shall be limited to not more than two rings per hand. The wearing of beads, necklaces, chains, bracelets, and similar jewelry while on duty is prohibited unless the uniform shirt covers it.

d) Hosiery: Hosiery shall be navy blue or black. Bare ankles and patterned stockings, socks shall not be permitted.
e) Undergarments: Undergarments shall be white or neutral and worn in such a manner so as to be concealed from view. No lettering or design shall be visible through the uniform shirt.
f) Facial Hair: Mustaches and beards shall be clean and neatly trimmed in a non-exaggerated style. The COR reserves the right to make a final ruling on the appropriateness of all facial hair.
g) Hair (Females): Hair or hairpieces whether dyed or natural must be conventional in color and shall be kept clean, neat and styled to present a managed appearance. Hair shall be arranged so that it does not extend more than 2 and 1/2 inches below the bottom of the collar. Plaited or braided hair shall be permitted only if worn under headgear. No decorations shall be worn in the hair and items used to hold the hair in place shall be concealed as much as possible so not to distract from the uniform. Eccentric coloring is not authorized.
h) Hair-Hairpieces (Males): Hair or hairpieces, whether dyed or natural must be conventional in color, be neatly groomed and not fall over the eyes or exceed the top of the collar. It shall be kept clean, and the length or bulk of the hair shall not be excessive or present a ragged, unkempt, or extreme appearance. Eccentric coloring is not authorized.
i) Fingernails: Fingernails shall not extend further than 1/8 of one inch beyond the tip of the finger. Fingernail polish may be used if the color is clear. Any ornamentation or design on the nail(s) is also prohibited from wear while on duty.

H.18.3 Neglect of Duties
This is considered unacceptable performance under this contract. This includes sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
H.18.4 Disorderly Conduct
The use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting, is considered unacceptable performance under this contract. Participation in disruptive activities that interfere with normal and efficient Government operations is also considered unacceptable performance.
H.18.5 Alcoholic Beverages, Narcotics and Dangerous Drugs
The drinking of intoxicating beverages on duty, or eight hours prior to assuming duty by guard personnel is prohibited. Any guard who is incapacitated, or who has consumed alcoholic beverages during this period, shall not be posted on duty. Guards shall not drink alcoholic beverages on duty, off duty while in uniform or in the environs of the Embassy compound. Relief by an intoxicated person is prohibited. Guards shall not allow themselves to be relieved and will immediately notify the Senior Guard, Shift Supervisor or Guard Force Commander if a guard has reason to believe that their relief is intoxicated.
The use of illegal substances, such as narcotics, dangerous drugs, marijuana, hashish, etc.; at any time, by members of the guard force, is strictly prohibited. Any guard who is observed using or is in possession of any controlled substance shall be removed from the Local Guard Force immediately.
When a guard is required to take medication on the order of his/her physician, the Guard Supervisor must be notified. Where it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard shall be prohibited from being assigned to post.

H.19 CRIMINAL ACTIONS
Contractor employees may be subject to criminal prosecution as allowed by law. These include but are not limited to the following:

Falsification or unlawful concealment.

Removal, mutilation, or destruction of any official documents or records.

Concealment of material facts by willful omission from official documents or records.

Unauthorized use of Government property, theft, vandalism, or immoral conduct.

Unethical or improper use of official authority or credentials.

Security violations; and

Organizing or participating in illegal gambling in any form.

H.20 myLGP
H.20.1 State Department uses cloud-based technology on ServiceNow based platform called myLGP to automate and streamline workflows under this contract. myLGP is used for the submission of the guard nomination packages, submission of and updates to the weekly guard post schedule, and report required training. When deployed, myLGP eliminates the necessity for the following Exhibits: K, Nomination Letter; L,Individual Qualification Checklist; and T, COR Approval/Disapproval of Nominated Guard Memorandum.

H.20.2 Access to myLGP is available through the internet. No access to State Department internal networks is required to access or use myLGP. A unique myLGP account is mandatory for each individual accessing myLGP and also requires a unique smartphone number. Sharing of myLGP account access between individuals is strictly prohibited. The contractor shall maintain a current listing of personnel who require a unique myLGPaccount. When a contractor's employee no longer requires a myLGP account, the contractor shall notify the myLGP helpdesk within 30 calendar days.
H.20.3 State Department representatives provide initial myLGP training, and a myLGP helpdesk for account issues and questions. This training consists of how to request new user accounts and accessing the system, and input into myLGP to create: a nomination package, weekly post schedules, and training events. The myLGP training also covers how to update and/or maintain the following: individual nomination packages, changes to the weekly guard schedule, and completion of training events.
H.20.4 Trouble tickets are submitted via myLGP's Get Help ticketing system which is available 24 hours per day, seven days per week. Help Desk tickets should receive an initial response/acknowledgement within two business days; though resolution time may vary depending upon the complexity of the issue. The contractor shall report any connectivity issues in myLGP to the COR and myLGP@state.gov.
H.20.5 The myLGP deployment and training begins when the State Department deployment team requests the contractor complete a User and Personnel Workbook (Excel spreadsheet)

which contains information on the current COR-approved personnel. State Department representatives use this information to prepopulate emyLGP prior to the initial myLGP training. If myLGP is deployed during the 90-day transition phase, the spreadsheet is pre-populated with incumbent guards who will be employed under this contract. Training for the contractor personnel is then conducted in person or remotely. The initial myLGP training shall be conducted in English and requires basic computer literacy. Once the contractor receives the government-provided training on myLGP, it is incumbent on the contractor to provide sustainment training to the contractor's personnel required to use myLGP.

H.20.6 After the myLGP training, the contractor shall use the myLGP to generate post schedules which are submitted to the COR for a three-month trial period. This myLGP schedule submission is accomplished in parallel with the current submission process. The parallel process ensures that the myLGP users become familiar with the system and how it works. The contractor runs the parallel guard schedule submission for three months to validate the integrity of the myLGP submission. The contractor shall also update and maintain the myLGP schedules to the actual employees manning the posts (e.g. standing-in changes, sick outs, etc.). The contractor shall also provide these updates within the system no later than seven calendar days after the current week. After the end of the three-month trial period, the schedules are submitted and maintained in myLGP only.

H.20.7 For those guards who were hired and approved after the myLGP training, or any individuals who were not listed on the User and Personnel Workbook, the contractor shall enter a new nomination package into myLGP as though they are a new hire employee. These nominations are processed in myLGP by State Department representatives like a new hire; however, if the individual was previously approved by the COR and their investigation records are current, then no additional vetting is required. The purpose of the COR approval for these individuals in myLGP is to familiarize with and validate myLGP. During the trial period, all of the parties become familiar with myLGP and the flows within the system.

H.20.8 The final part of the trial period is to use the training portion of myLGP. The contractor is required to report and update training events from the completion of the initial myLGP training forward. The contractor can report prior training events in myLGP; however, if they choose to do so, it is at no additional cost to the U.S. government.

H.20.9 For all contractor employees listed on the User and Personnel Workbook, the contractor shall upload into each employee profile within myLGP the nomination package information required in Section H.2. The contractor shall complete this data upload within six months of the initial myLGP training.

H.20.10 At the end of the three-month trial period, the contractor shall use myLGP to submit, report, update, and maintain data, deliverables and information required in Sections: C.9.1, Guard Post Schedule; H.2,Approval and Acceptance of Contractor Employees; and H.7, Training Requirements.

H.20.11 During the phase out of this contract, the contractor shall have full access to myLGP modules through the last day of contract performance. The contractor will be unable to view, edit, or create assignments schedules beyond the last day of contract performance.

H.20.12 During the phase out and transition to the follow-on contract to this contract, the successor contractor will be granted limited access to view and select active employees once a myLGP consent form is uploaded and submitted to the COR. Access by the successor contractor to myLGP will not impact the current contractor's access or ability to nominate, schedule, or

train the existing personnel. If the successor contractor does not have prior experience with myLGP, training dates, and subsequent access will be scheduled in accordance with Section C.13.1, Phase-In Performance (New Contractor).

H.21 Instruction to Contractors for EPAs

Authority

In accordance with DOSAR 652.216-71 Price Adjustment, the contract price may be increased or decreased in actual costs of direct service labor, which result directly from laws enacted and effective during the term of this contract by the Togo Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section B.6.1 of this contract.

In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees.

Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for anincrease in the hourly and monthly rates under this contract.

No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public.

The required

documentation shall be emailed to the contracting officer, desk officer, contracting officer representative, and Overseas Guard EPA email (OverseasGuardEPA@state.gov).

Required Documents:

Contractor’s Formal EPA Letter Request (EPA Attachment 1) which outlines:

1. That change in the law occurred during the term of this contract and after the award date of this contract. That the change in the law could not have been reasonably anticipated prior to contract award. How the change in the law directly affects the contractor's costs under this contract
2. Host Nation Law/Decree
3. Current Exhibit A
4. Current Exhibit M
5. Current Exhibit S
6. Updated Exhibit M
7. Updated Exhibit S
8. Completed EPA Worksheet (EPA Attachment 2) on the exact backpay amounts based on actual hours that have been invoiced broken out by month and copies of invoices and paystubs.

Mandatory Format:
Contractors must submit the above referenced documents to the contracting officer with all exhibits in an excel format with any changes in red font. The excel should have all formulas in the Exhibit M. The Exhibit M and S should be in the excel format provide in the template from the contracting office.