



**CONTRACT  
No. 2010-00XX-P**

RFE/RL, Inc., a Delaware non-profit corporation ("RFE/RL"), and the contractor named below (the "Contractor"), mutually agree to perform this Contract in strict accordance with the Terms and Conditions attached hereto and incorporated herein and the schedules of specifications, and conditions, if any, attached hereto (collectively, the "Schedules").

<p><b>1. NAME AND ADDRESS OF CONTRACTOR:</b></p> <p>TBD</p>
<p><b>2. SCHEDULES ATTACHED:</b> The Statement of Work ,the contract terms and conditions, Appendices I, II, III, IV, and V, and Attachment A.</p>
<p><b>3. CONTRACT AMOUNT (with option years):</b></p> <p>Base Year:</p> <p>Option Year 1</p> <p>Option Year 2</p> <p>Option Year 3</p> <p>Option Year 4</p> <p>Total:</p> <p>All numbers include VAT</p>
<p><b>4. FUNDING AND PAYMENT SCHEDULE:</b></p> <p>Funding by Fiscal Year</p> <p>FY 10:</p> <p>FY 11:</p> <p>FY 12:</p> <p>FY 13</p> <p>FY 14</p> <p>Total:</p> <p>Monthly invoice, details in Article 3 of this contract.</p>

<p><b>5. ADDRESS AND CONTACT INFORMATION FOR RFE/RL</b> RFE/RL Vinohradska 159A 100 00 Prague 10</p>
<p><b>6. CONTRACT FOR:</b> Security Services at RFE/RL.</p>
<p><b>7. PERIOD OF PERFORMANCE FOR SERVICES</b></p> <p>Base year</p> <p>Option Year 1</p> <p>Option Year 2</p> <p>Option Year 3</p> <p>Option Year 4</p>
<p><b>8 DESIGNATED REPRESENTATIVE IDENTIFIED with DUTIES RESPONSIBILITIES AND LIMITATIONS DEFINED IN ARTICLE 4 OF THIS CONTRACT.</b></p> <p>TBD</p>

CONTRACTOR:  
Signature: \_\_\_\_\_  
Printed Name:  
Title  
Date: \_\_\_\_\_

RFE/RL, INC.  
Signature: \_\_\_\_\_  
Printed Name:  
Title  
Date: \_\_\_\_\_

**THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED.**



**A. TABLE OF CONTENTS**

<b>Article</b>	<b>Page</b>
<b>A. CONTRACT SIGNATURE PAGE</b>	<b>1</b>
<b>B. TABLE OF CONTENTS</b>	<b>2</b>
<b>C. STATEMENT OF WORK</b>	<b>3-10</b>
<b>D. PROPOSAL PREPARATION INSTRUCTIONS AND CONTENTS</b>	<b>11-14</b>
<b>E. PROPOSAL DELIVERY AND EVALUATION</b>	<b>15</b>
<b>F. MODEL CONTRACT TERMS AND CONDITIONS</b>	<b>16-26</b>
<b>G. Appendices, Exhibits and Attachments</b>	
• <b>Appendix I – List of Persons to be considered for Employment by Contractor</b>	
• <b>Appendix II – Contractor Employee Qualifications</b>	
• <b>Appendix III – Reports of the Operations Manager</b>	
• <b>Appendix IV – Uniforms</b>	
• <b>Appendix V – List of RFE/RL Furnished Property</b>	
• <b>Exhibit A – Fee Invoice</b>	
• <b>Exhibit B – Cost Invoice</b>	
• <b>Exhibit C – Cost Reimbursement – Standard Services</b>	
• <b>Exhibit D – Cost Reimbursement – Additional Services</b>	
• <b>Attachment A – Security Operating Guide</b>	
• <b>Attachment B – Cost Proposal Table Format _</b>	

## C. STATEMENT OF WORK

### A. GENERAL REQUIREMENTS

#### 1. CONTRACTOR RESPONSIBILITIES

The Contractor shall furnish all necessary labor, uniforms, equipment and materials (except as listed in Paragraph E of this SOW), and supervision to satisfactorily perform security protection and patrol services. Requirements are set forth in the following paragraphs:

a. Provide, operate, and maintain a security protection force that is professional, representative, and adheres to the high standards demanded by RFE/RL to perform all necessary guard functions and such other related functions including but not limited to monitoring and operations of the building access control system, fire alarm system and participation in fire brigade activities. Staffing requirements for the protection force shall consist of the following:

- One On-site Contract/Operations Manager
- Sufficient number of security guards for manning all required positions (including 4 Shift Supervisors)

b. Perform all necessary services to insure the safety and protection of the building personnel and property against injury, molestation, loss or damage from any preventable cause including but not limited to terrorism, fire, theft, trespass, industrial espionage, and sabotage and report such incidents to the RFE/RL Director of Corporate Security and Safety, or his designated representative, herein referred to as the Project Officer, as set forth in the Security Operating Guide. To that end, the principal tasks assigned to the contractor shall be:

- Operation of access control systems, both physical and electronic
- Operation of personnel/package security screening equipment at various entry points
- Operation of CCTV, Communications and Fire Control Equipment.
- Special/VIP and public event security coverage.

c. All contractor employees shall have a pre-employment investigation conducted prior to beginning employment to determine character and reputation, suitability for employment, and that personal qualifications meet required employment standards. This investigation shall include a search of local police files in the area of residence for the last five years and an inquiry of former employers and references. This investigation is to be conducted by the Contractor without additional cost to RFE/RL, and be available for review by the Project Officer. A summary of the results of this pre-employment investigation shall be furnished to the Project Officer. Approval shall be based on Qualifications of Employees in Section C.

d. The Contractor and each of its employees engaged in work under the contract shall execute and submit to RFE/RL a statement of personal history and such other information forms as may be required by the Project Officer.

e. All security guard personnel shall be required to undergo quarterly in-service training to include review of basic material to ensure their ability to perform satisfactorily. The in-service training plan and a certification of employee in-service training shall be provided to and subject to approval by the Project Officer.

f. Certification, registration and licensing by the Czech Government shall be furnished on all personnel armed with lethal weapons. Such certification shall be provided to the Project Officer prior to the arming of any individual for duty.

g. In addition to Government certification, all security guard personnel authorized to carry firearms shall be qualified, prior to entering on duty, in the use of firearms using RFE/RL standards, incorporated herein by reference. A written record of each employee's firearms qualification shall be

provided to the Project Officer prior to the employee entering on duty. Authorized employees must re-qualify quarterly (every three months) after their initial qualification date.

- h. The Contractor shall provide any official bonds required and pay all fees or costs involved or related to authorization for the arming of an employee.
- i. Reference to weapons is stated if in the future a need for armed guards becomes necessary.
- j. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and for taking such disciplinary action with respect to his employees as may be necessary.
- k. The contractor shall be licensed under all applicable city, county or national codes.
- l. The guard force shall consist of individuals divided into four (4) shifts. Shifts shall be scheduled according to the following pattern: 4 consecutive day shifts (6:30am to 6:30pm) followed by 4 calendar days of rest, followed by 4 consecutive night shifts (6:30pm to 6:30am), followed by 4 calendar days of rest, and repeat.
- m. Each shift shall have a designated shift supervisor that is responsible for providing supervision and direction to the guards on shift. The guard Shift Supervisors shall be under the direction of the Operations Manager. The Shift Supervisor shall maintain an electronic Daily Journal on a company furnished Lotus Notes database detailing all shift operations for submission to the Operations Manager and the Project Officer.

**2. ORGANIZATION OF WORK**

a. The Operations Manager shall insure that this security services contract is adequately staffed at all times by recruiting, training and scheduling for duty guard and surveillance detection personnel as necessary. At a minimum, the following 12 RFE/RL protection force positions must be staffed 24 hours/day, 365 days a year and 2 positions Monday – Friday 12 hours/day (approximately 9,260 service hours per month) without fail:

<u>Staffing</u>	<u>Days/Hours</u>
- 1 Shift Supervisor	365/24
- 1 Security Operations Center - Console operator I.	365/24
- 1 Security Operations Center - Console operator II.	365/24
- 1 Main building x-ray/walk-thru metal detector screening position	365/24
- 1 Main building security booth	365/24
- 1 Main building deliveries / Fire Safety/Emergency Response/ guard position	365/24
- 1 MCAC security booth	365/24
- 1 MCAC x-ray/walk-thru metal detector screening position	365/24
- 1 MCAC x-ray/walk-thru metal detector screening position	365/24
- 1 SCAC security booth I.	365/24
- 1 SCAC security booth II. Mon – Fri 0630-1830	250/12
- 1 SCAC x-ray/walk-thru metal detector screening position	365/24
- 1 SCAC x-ray/walk-thru metal detector screening position	365/24
- 1 Main building reception desk receptionist Mon – Fri 0630 -1830	250/12

MCAC - Main Compound Access Control  
 SCAC - Service Compound Access Control

Any additional shift personnel on hand shall be used to control access to facilitate guard rotations during the shift, allow for sick leave and vacations, or meet unexpected situations or special event needs.

b. The Operations Manager shall conduct a routine inspection daily on his working days to ensure that all shift leaders and guards understand the following in-service procedures:

- 1) know the patrol routes;
- 2) understand all current verbal and written orders;
- 3) are mannerly, courteous, helpful, and well informed;
- 4) are properly dressed; and
- 5) are capable of performing the duties prescribed.

A written report of these inspections shall be submitted to the Project Officer weekly. The Operations Manager shall review the daily Shift Supervisor reports, noting unusual occurrences, and take corrective action as required. Only the Operations Manager shall annotate discrepancies on the weekly report provided to the Project Officer, and maintain and ensure that all guard manuals and bulletin boards are current.

c. The Operations Manager shall investigate all reported losses, thefts or damage of RFE/RL Security Department property as requested by the Project Officer and provide written reports. The Operations Manager shall issue special instructions as required to cover emergencies and report this fact to the Project Officer at the earliest convenient time. In general, the Operations Manager is responsible to insure good security procedures, follow-up, and maintenance at all times.

d. At a minimum, the Operations Manager shall be available from 08:00am to 17:00pm daily, Monday through Friday, to receive and implement orders or instructions from RFE/RL which affect the operation of the security force. The Operations Manager shall make a minimum of three unannounced visits to the Security Operations Center and other key guard positions each week between 2000 hours and 0500 hours to ascertain that the guards are alert and properly performing their duties. The details of these unannounced visits shall be annotated in the weekly report provided to the Project Officer. The Operations Manager may share the unannounced visit requirements with the Assistant Operations Manager.

e. The positions of Operations Manager and that of Shift Supervisor cannot be held jointly by the same individual. However, in the event of an emergency, the Operations Manager or his designated replacement may assist in the performance of any necessary function to effectively discharge the requirements of this contract. The mere failure of an employee to report for and/or perform properly his duties shall not be considered as an emergency within the meaning of this paragraph.

f. If the Operations Manager is off the contract site, RFE/RL's Broadcast Headquarters at Vinohradska 159A, for more than one (1) hour, the Project Officer shall be notified. When the Operations Manager is off-site, the Project Officer shall be informed as to the individual who will be the Acting Operations Manager. Contractor must also provide the Project Officer a contact telephone number for emergency notification of contractor during off-duty hours, weekends, and holidays to resolve any guard services contract issues.

g. The list of required operational reports is included in Appendix II.

h. Contractor shall be ready to furnish additional guard personnel to cover special event management and VIP visits as specified in Appendix I.

### **3. UNIFORMS**

Guard uniforms provided by the contractor shall be worn by all members of the security force except the Operations Manager. Uniforms shall be the same color and style for all employees. Guards shall wear presentable hats as part of their standard uniform. Uniform patches shall be lettered to indicate "RFE/RL" and the identity of the contractor and, shall be worn visibly on the uniform. The Operations Manager shall wear a business shirt/blouse, necktie if applicable, and professional style slacks with conservative shoes. An identification badge, issued by RFE/RL, identifying security force personnel shall be worn by guard employees at all times. All uniform apparel shall be uniform in color and appearance. The mixing of uniform and civilian type apparel is not permitted. Tattered/unkept uniforms shall not be worn by Contractor employees. Uniformed Security personnel shall be issued, on a yearly basis, three pairs of pants, four long sleeve shirts, four short sleeve shirts and two pairs of boots. A wool sweater, a windbreaker jacket for mild weather and a parka type jacket for winter weather will be provided for the duration of the contract. The chosen uniform style and quality must be approved by the Project Officer prior to implementation.

### **B. SPECIFIC WORK TO BE PERFORMED**

The contractor shall:

1. Establish patrol routes, inspection tours, and schedules for submission to and approval of the Project Officer. Deviation from approved routes and schedules is authorized whenever unusual conditions or circumstances so demand. However, the reason for such deviation shall be recorded in the Shift Supervisor's daily journal and communicated to the Operations Manager and the Project Officer at the earliest opportunity.
2. Report hazardous conditions and items in need of repair such as leaky faucets, toilet stoppage, burned-out lights, broken floor tile, doors not operating properly, etc., to the Project Officer via the Shift Supervisor's daily journal, or the Operations Manager's weekly report to the Project Officer.
3. Operate and enforce a system of personnel identification and control by manning a fixed guard station; discover and detain persons gaining unauthorized access to the building; maintain a sign-in and sign-out procedure. The contractor shall not permit any individual to have access to the building designated herein until it has been determined that permitting such person(s) to have access will not be contrary to the public interest and that the individual(s) is authorized to be admitted in accordance with applicable orders, policies and procedures. The foregoing prohibitions and requirements shall also be applicable to individuals with regard to access, removal and/or possession of materials, supplies, equipment, and the RFE/RL owned property at the location designated in the contract.
4. Unless directed otherwise by the Project Officer, examine all briefcases, boxes, bags, containers, vehicles, etc. being taken into the RFE/RL facility using either the X-Ray scanning machine, walk-through metal detector, explosive detectors or visual inspections, or a combination of the foregoing as appropriate.
5. When deemed appropriate or when directed by the Project Officer, examine briefcases, boxes, shopping bags, etc., being removed from the RFE/RL facility. Insure that persons removing RFE/RL property or equipment from the facility are in receipt of a properly signed property pass.
6. Perform such functions as may be necessary in the event of situations or occurrences such as internal disorder, attempts to commit industrial espionage, sabotage or other criminal acts adversely affecting the security and/or safety of RFE/RL, its employees, property, and the general public lawfully in the building or on the grounds.
7. Notify the appropriate agency in the event of emergency or unusual occurrence adversely affecting the interest of RFE/RL, as set forth in the Security Operating Guide (incorporated by reference).

8. Turn off unnecessary lights, check safes, lock-type repositories and cabinets, open or close and secure doors as required in the Security Operating Guide.
9. Observe and enforce building regulations as set forth in the Security Operating Guide.
10. Observe equipment and machinery in operation, checking unusual noises, and report evidence of breakdowns or potential fire hazards to the appropriate Facilities Management personnel on duty or to the Project Officer. If the situation warrants, call the Project Officer immediately as set forth in the Security Operating Guide as well as the RFE/RL Policies and Procedures.
11. When so required, receive, safely keep, and turn over to appropriate persons, official mail, messages and/or telegrams; direct personnel as required; and receive and make telephone calls in connection with the duties and responsibilities of the assignment.
12. Comply with established procedures in the Security Operating Guide pertaining to lost and found articles. Secure articles until they can be turned over to the Project Officer for return to the proper owner.
13. Be familiar with all areas of the facility and surrounding grounds to ensure quick response to emergency calls.
14. Be familiar with operation of elevators for transport of building occupants in cases of emergency.
15. Monitor parking areas and access roads and driveways for any unusual activity, vehicles exceeding the posted speed limit, and/or improperly parked. Report any unusual events to the Project Officer as necessary.
16. Each Shift Supervisor shall perform at least 5 daily walk-about inspections of all manned guard positions.
17. The Operations Manager shall prepare and furnish all necessary reports, special instructions, and additional orders as may be required. All such items shall be approved by the Project Officer and one copy furnished to the Project Officer for files prior to issuance or implementation. In addition, the Operations Manager or Shift Supervisors shall prepare theft and incident reports as these situations occur. These reports shall be forwarded to the Project Officer.

### **C. QUALIFICATIONS OF EMPLOYEES**

1. All employees of the guard services contract must: a) be in good general health, without mental or physical defects or abnormalities, which will interfere with performance of arduous duties and the exercise of prudent judgment in difficult and trying circumstances; b) possess binocular vision correctable to 20/30; and c) be capable of hearing ordinary conversation at five (5) meters and whispered conversation at two (2) meters with either ear without benefit of artificial hearing devices. Physical fitness shall be evidenced by a report of a medical examination conducted prior (no more than 6 months) to the individual's assignment to duty. Such evidence shall be furnished to the Project Officer prior to the placement of the individual on duty.
2. Each employee the Contractor proposes to work on this contract must have successfully passed a "Lustrace" check, certifying no employment or affiliation with the previous communist state internal security services.
3. Each guard employee the Contractor proposes to work on this contract must have a minimum of one (1) year of experience which clearly demonstrates the employee has been regularly employed in a government or private protection organization which involved protecting property against the hazards of fire, theft, damage, accident or trespass; maintaining law and order; protecting lives; or other duties of a similar nature. A minimum of one (1) year active duty in any branch of the Czech Armed Services will be accepted in lieu of the one (1) year work experience requirement.

4. The items specified in items 1 and 2 above shall be submitted by the Contractor to the Project Officer two weeks prior to the proposed date of placement of each person on duty.

5. Each member of the security force shall meet the following additional and minimum qualifications:

- a. Be at least twenty-one (21) years of age at the time of employment hereunder.
- b. Be literate in the Czech Language, to the extent of reading and understanding printed regulations, detailed written orders, training instructions and material, and be able to compose reports which convey complete information.
- c. Basic English language comprehension and conversational ability is required for designated positions.
- d. Possess the capacity to acquire a good working knowledge of all aspects of security force position requirements.
- e. Possess good judgment, courage, alertness, tact, self reliance, even temperament, and have the ability to maintain good performance.
- f. No individual shall be armed with a lethal weapon prior to licensing by the Czech Government, and certified by the contractor in the use of firearms according to RFE/RL's standards
- g. All employees must be computer literate.
- h. Additionally, key individuals in the performance of this contract must possess the following qualifications:

**(i) Contract/Operations Manager**

- Must be an individual of unquestioned integrity
- Minimum ten (10) years protection experience in an administrative position or comparable work at a level equivalent to that of this position, military or civilian law enforcement experience.
- Minimum eight (8) years private sector security management experience, preferably in a multinational environment
- Demonstrated personnel interviewing and hiring skills
- Current working knowledge of Czech labor laws and regulations, particularly as relates to the security industry
- Professional, hands-on knowledge of modern security technology and security management methods and best practices
- Professional fluency in English
- Computer proficiency in Microsoft Office environment

**(ii) Shift Supervisors and Deputy Shift Supervisors**

- Prior military/law enforcement experience required
- Minimum five (5) years protection experience in an administrative position or comparable work at a level equivalent to that of this position.
- Professional hands-on knowledge of modern security technology and security management
- Conversational fluency in English
- Computer proficiency in Microsoft Office environment
- Must possess valid firearms license and current qualification

h. All Contractors' guard employees who will be assigned to the Main Compound Access Control, Service Compound Access Control, and Main Building guard booths must have the ability to communicate in English and interface with a wide variety of visitors. Visitors include foreign dignitaries, guest scientists, top level government management, state and local officials, and the news media.



i. The contractor shall provide experienced personnel in the receptionist position who have the ability to communicate in English and interface with a wide variety of visitors. Visitors include foreign dignitaries, guest scientists, top level government management, state and local officials, and the news media.

j. All individuals shall be pleasant and helpful to persons requiring assistance or information on contacting persons within RFE/RL, giving directions to offices or areas occupied by RFE/RL employees, and distributing handout literature made available by RFE/RL for public dissemination when required.

#### **D. COMPENSATION**

Compensation must be at a sufficient level in order to insure the contractor will be able to hire and retain professional security officers capable of maintaining the high standards required by RFE/RL.

#### **E. TRAINING**

The contractor shall certify, before requesting permission for assignment to duty, as to the satisfactory completion of the following basic training of all employees:

1. General orientation regarding conduct and attitude on and toward the job.
2. Functions of the security force and specifically the protection of the locations stated herein.
3. Specific duties of the individual, including sufficient on-the-job training. A minimum of forty (40) hours of on-the-job training shall be accomplished before his/her post assignment.
4. Orders – general and specific (Security Operating Guide).
5. Authorities of the individual guard.
6. Employee and public relations.
7. Basic first-aid including cardio-pulmonary resuscitation (CPR).
8. Trained in the use of the LIFEPAK 500 defibrillator
9. Fire prevention and basic fire-fighting with a valid fire patrol certificate
10. Operations and use of special equipment, including P2000 Access Control and CCTV Monitoring system, crash barriers, Salzer doors, X-Ray scanner, Walk-through Metal Detector, Explosive Detectors, fire extinguishers, handheld radios.
11. Report writing.
12. Discipline.

#### **Periodic In-Service Training**

All security guard personnel will undergo one 8 hour of in-service training each quarter to insure their ability to perform satisfactorily. The in-service training plan and certification of employees shall be provided by a qualified instructor of the contractor according to the RFE/RL, Inc. Security Director prescribed plan.

#### **On-Job Training**

On-site Contract/operation manager and shift-leaders on duty are expected, on a daily basis, to walk through all security posts and personally instruct the guards and make corrections in performance of their duties according to the RFE/RL, Inc. Guard Force Standing Operating Manual

#### **F. COMPANY FURNISHED PROPERTY (CFP)**

1. RFE/RL shall provide all necessary computers, handheld radios, assigned frequencies and accessories, access control systems, CCTV systems, fire prevention and monitoring equipment, metal and explosives screening equipment, vehicle inspection mirrors, office furniture, desktop telephones, and office supplies.
2. Contractor will sign for all equipment furnished by RFE/RL and will be responsible for its proper operation, maintenance and safekeeping. Loss or willful damage to RFE/RL furnished equipment will be charged to the Contractor. A quarterly inventory report will be submitted to the Project Officer detailing the presence and serviceability of CFP. CFP equipment is listed in Appendix V.

#### **G. CONTRACTOR FURNISHED EQUIPMENT**

1. The Contractor shall furnish all other equipment, materials, and supplies necessary for the performance under this contract. Equipment and material to be furnished by the contractor shall include but not be limited to the following:
  - a. Complete uniforms for all employees.
  - b. Police-type equipment belt.
  - c. If requested, regular side arms for certified guards (9mm service-type pistols and non-lethal weapons), and basic load of ammunition.
  - d. Flashlights, batteries and replacement parts, (one complete watchman-type flashlight for each guard).
  - e. Non-lethal weapons such as MACE and police batons.
  - f. GSM Telephones for Operations Manager, Shift Supervisor (1 GSM shared by 4 supervisors),
2. RFE/RL will not be responsible in any way for damage to the contractor's supplies, materials, or equipment or the contractor employees' personal belongings brought into the building or on the grounds designated in the contract occasioned by fire, theft, and accident or otherwise.

## D. PROPOSAL PREPARATION INSTRUCTIONS AND CONTENTS

A contract will be signed between a company duly licensed to do business in the Czech Republic (the "Offeror") and RFE/RL, Inc., ("RFE/RL"). The contract shall comply with all applicable Czech laws, policies, and regulations, and shall be legally binding on both parties. The contract shall become valid and effective upon execution thereof by both parties.

Be advised that your submission of a proposal has no binding effect on RFE/RL. For avoidance of any doubt, this Request for Proposal ("RFP") is intended to be only an invitation to the Offeror to present an offer and in no case shall be understood to be a binding offer to conclude any contract pursuant to Article 43a or a public tender pursuant to Article 847 of the Czech Civil Code, or a public proposal to conclude a contract pursuant to Article 276 or a public tender pursuant to Article 281 of the Czech Commercial Code.

**1.1. Period of Contract** "The contract will be a base year contract as defined on the signature page with four (4) one-year unilateral option periods which may only be exercised by RFE and are not subject to dispute.

**1.2. Contract Type.** This will be a cost plus incentive fee form of contract. Under a cost contract all pre-approved costs are paid by RFE/RL. Fees are structured in two categories: a) a minimal base fee which is fixed and invoiced monthly, and b) an incentive fee, which is the preponderance of the fee and will be awarded semi-annually as the contractor performs against the contract. The presumption is that the contractor will achieve all fees when performing under the contract. The incentive fee may be reduced for major failures to provide support defined in the contract and Statement of Work. Examples of failures include, but are not limited to, security breaches where the contractor did not respond in a timely or appropriate fashion; guards' failure to appear at their posts as scheduled, providing untrained guards, etc. The incentive fee provision is not subject to disputes. See Article 3 of the Agreement.

**1.3 Proposal Documents.** Your proposal shall consist of the following documents:

- Original Excerpt from the Czech Commercial Register reflecting current corporate standing;
- Copy of your trade licenses evidencing due authorization to operate and provide security services in the Czech Republic.
- List of considerations to be addressed in order to fulfill the contract not contained in the contract.
- A separate technical/management proposal.
- A separate cost proposal.

### 2. Technical / Management Proposal

In general, the Technical Proposal shall explain how you intend to address every technical requirement set forth by RFE/RL in this RFP and the Statement of Work.

There is no prescribed format for the written portion of the Technical/Management Proposal, nor are there any minimum or maximum page limitations. However, you are forewarned that proposals will be evaluated based upon their perceived quality – not their length – and that the inclusion of excessive amounts of promotional materials is likely to weigh against the perceived quality of your proposal.

**In addition to your specific approach to the problems and other instructions presented in this RFP, your Technical/Management Proposal shall address the following:**

- **Depth of Resources:** The Offeror must provide a complete description of its company structure and services, the company's financial viability, the company resources to support the contract; number of employees, staff turnover in the past two years; absenteeism rate; scope and extent of training programs; relevant certifications and awards the company has received or attained.
- **Understanding the Requirement and Proposed Approach:** Explain your approach to providing the specific security services to meet the security requirements of this RFP; include scheduling methodology, back up plans, etc.
- **Security Projects of Similar Scope and Complexity:** Discuss the range of your security services and experience with contracts of similar size and complexity. Also provide a minimum of five business references that can vouch for your ability to provide similar quality security services in a fully successful manner in the recent past. Include all names by company, position, and all contact data: phone numbers (office and mobile), e-mail address and location address.
- **Proposed Staff:** The qualifications and caliber of security staff is essential to this evaluation. The experience, training, and overall knowledge of security procedures, operation of electronic systems, and professional certifications are all essential for the security cadre you propose. To confirm the quality of staff, you are to provide, as a minimum, the resumes of those persons to perform as operations manager, assistant operations manager, shift supervisors, and those who senior operators who will stand in for the shift leader in his/her absence and receptionist. Unless the incumbent contractor wins, we strongly encourage employing, if feasible, as many incumbent security staff from the incumbent contractor as possible who are qualified and trained in current operations, which should be addressed in your proposal.
- **Transition Plan:** Provide a plan for seamless transition from the incumbent contractor staff to your staff. To be fair to all parties to the maximum extent practicable, unless the incumbent contractor wins, you are strongly encouraged to employ, if feasible, as many incumbent security staff from the incumbent contractor as possible, which should help ensure a cost effective and shorter transition time, and should result in a better trained and high quality work force. To this end, unless the incumbent contractor wins the competition, we anticipate that on the day after the end of the incumbent's contract, all those under a service contract with the incumbent will be encouraged to become employees of the winning contractor effective that date or other date such that security services can function without interruption. In the event that not all incumbent contractor staff transition, the contractor must be prepared to provide immediate suitable and qualified replacements. Your plan shall discuss how you will implement this transition.

**IT IS RFE/RL'S INTENTION TO INCORPORATE BY REFERENCE THE ULTIMATELY SUCCESSFUL PROPOSAL INTO ANY RESULTING CONTRACT.  
NO PRICING INFORMATION SHALL BE INCLUDED IN POTENTIAL CONTRACTOR'S TECHNICAL PROPOSAL.**

### **3. Cost Proposal**

In general, Offerors' price proposals should detail all labor costs by labor category with hourly labor rates to meet the security support requirements of this competition. This contract will be a cost reimbursement contract where all overhead, materials and fees are detailed. Complete the cost tables defined below and provide narrative justification for the estimates other than labor. The costs and compensation must be competitive and realistic for the staffing requirements as detailed in the Statement of Work.

Price out estimated costs in accordance with the cost table formats attached separately at Attachment B and on a Microsoft excel spreadsheet and the table below. Provide

3.1 cost table for each year and a total summary table for the base plus the 4 option years, See below of additional description of terms.

3.2 narrative justifications for all costs proposed and state any assumptions.

- Estimate **Materials** costs, which should include all supplies and uniform costs and any other operating material costs for the year, and pro-rate that estimate over the proposal labor rates proportionally.
- Estimate annual cost for **Other Direct Costs (ODC)**, which should include any insurance, bonding or other costs necessary that are directly attributable to performing the tasks described in the SOW.
- **General and Administrative** costs are those that may apply across the company if they are not directly attributable to the SOW. Depending on how your cost accounting system is structured, this is not required; however, if you add it, explain how it was derived and how it applies to all your contracts.
- **Escalation** If you propose an annual escalation factor please state what the factor is and how you arrived at that factor.
- **All costs** need to be supported by either a quote or a narrative as to how the costs were derived.
- **Fees** (a.k.a. Management Fees) are at your discretion but will impact your total cost and affect your competitiveness. Your proposal shall include cost submissions by year for a base year and four option years and a total summation for the 5 year estimated costs and fees.

The compensation range for employees including the incumbent's staff, if any, is as follows:

	CZK/month		
	Low	Average	High
Security Officer Basic	14,025	16,500	18,975
Security Officer Intermediate	15,725	18,500	21,275
Security Officer Advanced	17,425	20,500	23,575
Security Officer Senior	19,125	22,500	25,875
Shift Supervisor	21,250	25,000	28,750

Specify the costs incentive pay rates and include in your labor cost proposal as follows:

- (i) Shift Supervisor and Surveillance Detection Team Leader Incentive Pay: ? CZK
- (ii) Weapons Qualification Incentive Pay: ? CZK
- (iii) Surveillance Detection Specialist Incentive Pay: ? CZK

Note: the Surveillance Detection Team Leader may not draw Surveillance Detection Specialist Incentive Pay if he/she is already receiving the Surveillance Detection Team Leader Incentive Pay, and vice-versa.

**Proposed Compensation for Guard Force  
Labor Categories by Time in Grade**

Time in Service		Guards				
		Basic	Intermediate	Advanced	Senior	Shift Supervisor
Probation Period (3 months)						
Trainee	-					
<1yr	-					
>1yr	-					
>2yr	-					
>3 yr	-					
>4yr	-					
>5yr	-					
>6yr	-					
>7yr	-					
>8yr	-					
>9yr	-					
>10yr	-					
>11yr	-					
>12yr	-					
>13yr	-					
>14yr	-					
>15yr						

**Proposed Costs and Fee by Year**

REF/RL Fiscal Year	FY10	FY11	FY12	FY 13	FY14	TOTAL
Base Fee:						
Incentive Fee:*						
Total Contract Value:						

## E. PROPOSAL DELIVERY AND EVALUATION

### 1. Proposal Delivery

Proposals shall be due not later than **16 November 2009; at 1100 Central European time** to:

RFE/RL  
Vinohradská 159a  
Mailbox 24  
100 00 Praha 10  
Czech Republic

ATTN: Jim Grabulis

**There will be a site tour on 23 October. If you intend to bid you must send a representative to this tour.**

All questions and responses as posted on the RFE/RL website are considered as an addendum to, and part of, this RFP. Each Offeror shall be responsible to monitor the RFE/RL website for new or revised RFP information. RFE/RL shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by RFE/RL.

If the RFE/RL deems it necessary to revise any part of this RFP before the proposal response date, we will post an addendum on the RFE/RL website at [www.rferl.org](http://www.rferl.org) (go to **About RFE/RL**, and go to **Procurement** on right side of page.) It is the Potential contractor's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the tour will be sent via e-mail for security purposes.

### 2. Proposal Evaluation

RFE/RL will evaluate proposals in six primary areas. The first five will be addressed in the technical and management proposal and cost in the cost proposal as described in Part D, sections 2 and 3 of the Proposal Preparation Instructions and Contents. This is a best value procurement where award may not be necessarily be made to the lowest cost proposal, all other factors considered. Best value is the concept that the selection of a contractor will be based on a determination that the proposal offers the best trade-off between price and performance, because quality is considered an integral performance factor. With respect to quality, retention of qualified incumbent staff is strongly encouraged.

- **Depth of Resources**
- **Understanding the Requirement and Proposed Approach**
- **Security Projects of Similar Scope and Complexity**
- **Proposed Staff**
- **Transition Plan**
- **Cost realism**

## F. MODEL CONTRACT - TERMS AND CONDITIONS

### Agreement on Provision of Security Services

This Agreement on Provision of Security Services (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between RFE/RL, Inc., a not-for-profit corporation organized and existing under the laws of the State of Delaware, USA, with its registered seat at 100 West Tenth Street, Wilmington, Delaware, 19801 (the "Customer") and [BUSINESS NAME OF CONTRACTOR], with its registered seat at [ADDRESS], IC: \_\_\_\_\_ (the "Contractor"), (the Customer and the Contractor hereinafter collectively the "Parties").

Whereas, the Customer desires to be provided certain security guard services at the Customer's branch office located at Vinohradska 159A, 100 00 Prague 10, Czech Republic (the "Office");

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree pursuant to Section 269(2) of the Commercial Code as follows:

### Article 1 Scope of Work

1.1 In accordance with and subject to the terms and conditions hereof, the Customer hereby engages the Contractor to perform, and the Contractor hereby accepts the engagement by the Customer and agrees to provide to the Customer, 24 hours a day and 365 days a year, the following security services (the "Services") to protect Customer's employees and other persons present at the "Office" (159A Vinohradska Prague 10, Czech Republic) and any property present at the Office against injury, molestation, loss or damage from any preventable cause, including but not limited to terrorism, fire, theft, trespass, industrial espionage, and sabotage. The work is more specifically defined in the Statement of Work, dated 21 October which is hereby incorporated into this contract and made a part thereof).

1.2 Unless set forth otherwise in this Agreement, the place of performance of the Services shall be at 159A Vinohradska, 100 00 Prague 10, Czech Republic which shall be referred to in this agreement as the "Office".

1.3 Subject to Section 1.4 below and the Statement of Work, the Services to be provided by the Contractor under this Agreement shall be an estimated total annual volume of **112,940** working hours of all Employees, i.e. **9,412** working hours per month, being the aggregate of the annual working hours allowable under Czech labor law, including annual leave days mandated under Czech labor law, of (i) one (1) operations manager;(ii) twelve (12) security officer positions (24/7); (iii) one(1) Security Officer position (0630 to 1700 Monday through Friday; (iv) one (1) receptionist position (0630 to 1830 Monday through Friday).

1.4 The Parties agree that, upon twenty four (24) hour prior notice to the Contractor (the "Task Order"), (a) the Customer shall have the right to require from the Contractor an additional volume of the Services to be performed at the Office and/or at places other than the Office in the sole discretion of the Customer; and (b) the Contractor shall be obliged to provide to the Customer such additional volume of the Services, provided that each such additional volume of the Services shall be more than two (2) working hours. The Task Order shall specify the place of performance, the nature and extent of such additional volume of the Services, including without limitation, the number of the Guards to be assigned by the Contractor for the performance of such additional volume of the Services. In assigning any of the Guards for the performance of such additional volume of the Services in accordance with this Article, the Contractor shall bear full responsibility for compliance with any applicable Czech labor law requirements, including, but not limited to, the maximum length of work time, its distribution and the length of continuous rest between two working shifts. For avoidance of doubt, it is agreed that the additional volume of the Services performed by the Contractor pursuant to this Article shall be paid and reimbursed by the Customer in accordance with the labor rates as proposed by the Contractor in proposal dated **TBD**.



**Article 2 Period of Performance**

This Agreement shall become valid and effective as of the date of its execution by both Parties as stipulated on the signature page hereto and for the periods identified on the signature page.

**Article 3 Type of Contract**

This is cost plus incentive fee form of contract. All actual, allowable and client approved costs as defined in Article 5.4 and Exhibit C shall be reimbursed at actual cost.

The fees shall be divided between a nominal base fee and an incentive fee to ensure that specific performance requirements of the Customer are met. The criteria for achieving the incentive fee will be based upon accomplishing the requirements of this contract without exception.

**Contract Value by Fiscal Year (CZK)**

	<b>FY10</b>	<b>FY11</b>	<b>FY12</b>	<b>FY 13</b>	<b>FY14</b>	<b>TOTAL</b>
<b>Cost:</b>						
<b>Base Fee:</b>						
<b>Incentive Fee:*</b>						
<b>Contract Value:</b>						

Base fee on cost incurred monthly may be invoiced monthly and fee incentive fees invoiced semi-annually after assessment of performance. The presumption is that the total fee will be awarded unless the contractor fails to meet any security requirement of this Agreement. Additional factors may be added by mutual agreement prior to commencement of subsequent periods.

**Article 4 Designated Representative**

The role of RFE/RL’s official Designated Representative in connection with this contract is to provide Contractor with such limited guidance and/or direction as may be required to resolve such difficult issues and/or such occasional problems as may arise from time-to-time. However, while the Designated Representative may provide general guidance regarding the terms, conditions and requirements of this Contract (where this document is not otherwise clear), any proposed additions and/or changes to the conditions set forth in this Contract, as well as any disagreements between Contractor and RFE/RL’s Designated Representative, must be brought to the attention of RFE/RL’s Director of Procurement, concerning interpretation and implementation of this Agreement.

RFE/RL’s Designated Representative in connection with this Agreement is: **TBD**

**Article 5 Payment for Performance of Services and Reimbursement Limited to Specified Costs**

5.1 Subject to Article 1 and the Statement of Work, for due performance of the Services in accordance with the terms and conditions set forth herein, the Customer shall reimburse to the Contractor, based on a monthly invoice, excluding both the applicable value added tax (“VAT”), and Total Fee (Base Fee plus Incentive fee).

5.2 The Management Fee (total fee) is comprised of a fixed base fee and an earned incentive fee. The Management Fee, consisting of the base fee and semiannually the incentive fee, plus the applicable VAT shall be invoiced by the Contractor on the twentieth (20th) day of each calendar month in which the Services have been performed by an invoice substantially in the form specified in Exhibit A, and the Customer shall pay such invoice to the Contractor within thirty (30) days after its receipt of such invoice.

5.3 The Parties have agreed that in the event that the average annual index of prices of market services as reflected in line (b) of the chart called "The Development of Prices of Market Services in Production Area" (the "Index") published by the Czech Statistical Office in its publication "Index of Prices of Market Services in Production Area" (Publication code - 07 13) for December of the preceding year, or in the equivalent substitute of such publication, exceeds two (2) %, then the Total Fee for the current calendar year shall be adjusted by multiplying the Total Fee then in force by the Index. The Parties agree to execute a written amendment to this Agreement within one (1) month from the date when the Czech Statistical Office publishes such December publication or any equivalent substitute thereof in order to reflect such adjustment of the Total Fee for the current calendar year.

5.4 To the extent reasonable and necessary, and approved in advance by RFE/RL the Customer shall reimburse the Contractor for the following costs incurred by the Contractor in connection with its performance of this Agreement (the "Reimbursement"):

- (a) Personnel Costs:
  - (i) costs of gross wages (prior to withholding of applicable personal income tax) and any other remuneration paid by the Contractor to its employees in the respective calendar month;
  - (ii) costs of mandatory payments of health insurance contributions of the Contractor related to the Service Persons to be paid by the Contractor under Act No. 592/1992 Sb., on Insurance Payment for General Health Insurance, as amended from time to time;
  - (iii) costs of mandatory payments of social insurance contributions related to the Service Persons to be paid by the Contractor under Act No. 589/1992 Sb., on Insurance Payments for Social Insurance and on State Employment Policy Contribution, as amended from time to time;
  - (iv) costs of insurance payments related to the Contractor's liability for damage caused to the Service Persons by injury at work or by occupational illness to be paid by the Contractor under Decree of the Ministry of Finance No. 125/1993 Sb., Stipulating Conditions and Rates for Statutory Insurance of Employer's Liability for Damage Caused by Injury at Work or by Occupational Illness, as amended from time to time;
  - (v) costs of Shift Supervisor and Surveillance Detection Team Leader Incentive Pay paid by the Contractor to certain Service Persons;
  - (vi) costs of Weapons Qualification Incentives Pay paid by the Contractor to certain Service Persons;
  - (vii) costs of Surveillance Detection Specialist Incentive Pay paid by the Contractor to certain Service Persons.
- (b) Other Costs:
  - (viii) costs of purchase and replacement of uniforms of certain Service Persons;
  - (ix) costs of maintenance of the Borrowed Tangible Property (as such term is defined in Section 6.1. hereof) incurred by the Contractor;
  - (x) costs of other subcontracted services, approved in advance by the Customer, provided to the Contractor by third parties in connection with the provision of the Services;
  - (xi) costs of purchase and replacement of certain equipment;

- (xii) costs of insurance coverage; and
- (xiii) costs of payments of the administrative fee for the firearms licenses issued by the respective Czech authority to the Armed Guards reimbursed by the Contractor to the Armed Guards.

5.5. The costs referred to above shall be reasonable and necessary and shall be competitive with prices of identical, interchangeable or comparable products and/or services available on the market, and must be approved by the Designated Representative.

5.6. Any and all costs referred to above shall be evidenced and supported by payroll records, invoices, sales slips, purchase orders, and/or other records recognized under applicable accounting and tax regulations and containing information evidencing or relating to such monthly costs.

5.7. The Reimbursement for the respective calendar month shall be calculated and invoiced by the Contractor on the fifteenth (15<sup>th</sup>) day of each calendar month following the month in which the Services were performed by an invoice substantially in the form of Exhibit B hereto, and the Customer shall pay such invoice to the Contractor within thirty (30) days after receipt of an invoice. The Contractor shall attach to each such monthly invoice (i) an information sheet substantially in the form of Exhibit C showing a breakdown of all costs reimbursable under this Agreement incurred by the Contractor in connection with the performance of the Services in accordance with the Statement of Work hereof; and, in the event that in the respective calendar month the Contractor provided to the Customer an additional volume of the Services based on the Customer's Task Order in accordance with Article 1, hereof, (ii) an information sheet substantially in the form of Exhibit D showing the breakdown of the Personnel Costs specified under Article 5.4.(a) (i) through (vii) above incurred by the Contractor in connection with the performance of such additional volume of the Services in accordance with Article 1 above.

5.8. Any payments by the Customer to the Contractor under this Agreement shall be paid by the Customer into an account to be designated by the Contractor in invoices issued pursuant to this Agreement.

#### **Article 6 Use of Customer's Tangible Property by Contractor**

6.1. The Customer shall provide to the Contractor certain equipment, systems and materials (the "Borrowed Tangible Property") specified in Appendix V hereto. ***[TO BE PROVIDED TO THE CONTRACTOR SUBSEQUENT TO THE AWARD OF THE CONTRACT]***

6.2. The Borrowed Tangible Property shall be lent to the Contractor pursuant to Articles 659 et seq. of Act. No. 40/1964 Sb. (the "Civil Code") in connection with the performance of the Services. The Borrowed Tangible Property shall be provided by the Customer to the Contractor free of charge for the purpose of the use by the Contractor (the "Gratuitous Use") during the Term or any of the optional period terms of this Agreement under Article 7 hereof upon signing a protocol on taking over the Borrowed Tangible Property by the Contractor. During the entire term of the Gratuitous Use, the Contractor shall be authorized to use the Borrowed Tangible Property in a proper and workmanlike manner and solely for the performance of the Services and shall not permit any person who is not a party to this Agreement to use the Borrowed Tangible Property.

6.3. The Contractor shall be responsible for standard maintenance of the Borrowed Tangible Property; provided, however, that the costs of such standard maintenance incurred by the Contractor shall be reimbursed by the Customer in accordance with Article 5.4 (ix) of this Agreement. Notwithstanding the foregoing sentence, the Contractor shall be liable for any damage, loss or destruction to the Borrowed Tangible Property, excluding normal wear and tear, unless such damage, loss or destruction has been caused by the willful misconduct or negligence on the part of the Customer, and shall be obliged to replace such Borrowed Tangible Property with the same type of product of the same or comparable quality.

6.4. The Contractor shall be obliged to return the Borrowed Tangible Property to the Customer as soon as the Contractor does not need it for its performance of the Services. The Customer may, in its

sole discretion, require that the Borrowed Tangible Property be returned to the Customer at any time during the Term or any of the optional period terms of this Agreement under Article 7 hereof.

6.5. As of the Commencement Date, the Parties agree to prepare a joint initial inventory of the Borrowed Tangible Property. The Contractor shall perform an inventory of the Borrowed Tangible Property at least once a month in accordance with the procedure established by the Customer or by the Contractor and approved in writing by the Customer and submit such inventory report to the Customer. On fifteenth (15<sup>th</sup>) day of January of each calendar year, the Parties agree to perform a joint annual inventory of the Borrowed Tangible Property.

6.6. The Contractor may purchase from time to time certain additional equipment and materials provided that the costs of purchase of such equipment or materials shall be borne by the Contractor and the Contractor shall be the owner of such additional equipment or materials, unless agreed otherwise by the Parties.

#### **Article 7 Exercising Contract Options**

The Customer shall have the option in its sole discretion to extend this Agreement for an additional four (4) subsequent one (1) year periods. Such option shall be exercised by the Customer by delivering to the Contractor, no later than three (3) months prior to the expiration of the Term or the optional term of one (1) year (as the case may be), a written notice confirming the Customer's intention to extend the Agreement by an additional period. Unless the Parties agree otherwise, the terms and conditions applicable to such optional term of the Agreement shall be the same as set forth in this Agreement.

#### **Article 8 Termination**

The Parties hereby agree that, prior to the expiration of the Term or any of the additional one (1) year term under 7 above, this Agreement may be terminated:

8.1 at any time by written agreement of the Parties;

8.2 by the Customer for any reason (convenience) upon delivery of a two (2) month termination notice to the Contractor;

8.3 by the Customer upon delivery of a written withdrawal notice to the Contractor for any of the following (default) reasons:

8.3.1 in the event that on January 1, 2010, the Contractor fails to make available the three individuals proposed for the positions of (i) the Operations Manager, (ii) the Assistant Operations Manager, and (iii) Shift Supervisor in its proposal submitted to the Customer based on the Customer's Request for Proposal dated 21 October, 2009;

8.3.2 in the event of a material breach by the Contractor of its obligations under this Agreement;

8.3.3 in the event that any license, authorization, governmental consent or approval which the Contractor is required to hold under any applicable law in order to perform the Services is revoked, canceled, terminated or modified in such a manner so that the Contractor is no longer lawfully able to perform the Services;

8.3.4 in the event that a criminal action relating to the business activities of the Contractor has been brought against any director, chief executive or any other officer of the Contractor;

8.3.5 in the event that the Contractor voluntarily filed a petition seeking declaration of Contractor's bankruptcy, or the Contractor is declared bankrupt by a court of competent jurisdiction or a court of competent jurisdiction allows a settlement, or a petition for

bankruptcy is dismissed by a court of competent jurisdiction due to insufficiency of the Contractor's assets.

8.4. In the event of the termination of the Agreement by the Customer pursuant to Article 8.2. above, the Contractor may request a termination proposal with 30 days of notification of termination, if the termination is for convenience. If the termination is for default, Article 8.3, then no proposal submission is required, unless the Customer determines otherwise.

8.5. Immediately after receipt of a termination notice from the Customer in accordance with Article 8.3. hereof, the Contractor shall, upon request of the Customer, disclose to the Customer all necessary personnel records related to the Employees and allow any successor of the Contractor to conduct on site interviews with the Employees for employment.

8.6. In the event that, due to termination of this Agreement by the Customer in accordance with Article 8.3.2. hereof, the Contractor terminates, prior to the termination date of this Agreement, the labor relationship with any Employee upon a notice given by the Contractor for any of the reasons stipulated in Articles 46 (1) (a) through (c) of the Act No. 65/1965 Sb., the Labor Code, as amended (the "Labor Code") or by an agreement for the reasons stipulated in Articles 46 (1) (a) through (c) of the Labor Code, the Customer shall reimburse the Contractor for 50% of those amounts which the Contractor actually paid to such Employee in accordance with Article 60a of the Labor Code; provided however, that, in the event that such Employee, after the termination of the labor relationship, enters, within the period of one year after the termination of this Agreement pursuant to Article 8.3.2 hereof, again into a labor relationship with the Contractor or any of its Affiliates, the Contractor shall be obliged to repay the amounts paid by the Customer pursuant to this Article 8.6. For the purpose of this Article 8.6., the term "Affiliate" shall mean any person controlling, controlled by, or under common control with the Contractor, provided that for the purposes of this definition, "control", including, with correlative meanings, the terms "controlled by" and "under common control with", shall mean the possession, directly or indirectly, of the power to direct the management and policies of such person, whether through the ownership of voting shares, by contract or otherwise.

## **Article 9 Other Rights and Obligations of Contractor and Customer**

9.1. On the Commencement Date, the Contractor shall submit to the Customer for its approval a description of the patrol and inspection routes at the Office and in the area around the Office. A deviation from the patrol and inspection routes approved by the Customer is authorized whenever unusual conditions or circumstances so require. Any such deviation shall be recorded in the daily report of the Shift Supervisor and communicated to the Operations Manager and the Customer at the earliest opportunity.

9.2. The Contractor shall implement and operate a system of personal identification and access control at the entrance to the Office, including sign-in and sign-out procedure in the absence of the Customer's receptionist. The Contractor shall prohibit any unauthorized access to the Office. The foregoing prohibitions and requirements shall also apply to removal of materials, supplies and equipment including equipment and materials owned by the Customer and located in the Office. The Employees shall ensure that a person removing the Customer's property or equipment from the Office is authorized to do so and holds a property pass properly signed by the Customer.

9.3. Unless directed otherwise by the Customer, the Employees shall examine all briefcases, boxes, bags, containers, vehicles, etc. being taken into the Office by using either the X-Ray scanning machine, walk-through metal detector, explosive detectors or visual inspections, or a combination of the foregoing as appropriate.

9.4. When directed, the Contractor's Employees shall also examine briefcases, boxes, shopping bags, etc., being removed from the Office.

9.5. In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, as set forth in the Security Operating Guide, the Contractor shall notify the appropriate agency or authority as well as the Customer.

9.6. The Contractor shall observe all equipment and machinery in operation, check for unusual noises and report evidence of breakdowns or potential fire hazards to the Customer.

9.7. The Contractor shall notify the Customer of any hazardous conditions and items in need of repair, including without limitation, notification of leaky faucets, toilet stoppage, burned-out lights, broken floor tile, or doors not operating properly. Such notifications shall be reported to the Customer in the Shift Supervisor's daily report and immediately reported to Facilities Management/Service desk (x6000), and reported in the Operations Manager's weekly report as specified in Appendix III hereto.

9.8. The Contractor shall comply with the established procedures described in the Security Operating Guide pertaining to lost and found articles and shall secure the found articles until they can be turned over to the Customer in order to be returned to their proper owner.

9.9. The Contractor shall provide one (1) Employee as a back up for the Customer's receptionist. The Employees who are to be assigned to the main entrance reception at the office shall be conversant in English and able to communicate with a wide variety of visitors.

9.10. The Contractor shall reimburse the Employees for any reasonable and necessary costs incurred by the Employees in connection with issuance of the firearms license by the competent Czech authority provided that the costs incurred by the Contractor under this Article are reimbursable by the Customer in accordance with Article 5.4 hereof.

9.11. The Contractor shall keep on a monthly basis accurate and complete records of all revenues and expenses incurred in connection with the performance of the Services under this Agreement. Such records shall be retained by the Contractor and available for inspection by the Customer during regular working hours of the Operations Manager for five (5) years subsequent to the respective fiscal year of the Contractor.

9.12. Upon request of any of the Authorized Persons (as defined by the Director of Procurement or the Director of Security), the Contractor shall provide to the Customer the following documents and information for review and audit:

- (a) list of all Employees, including the specification of work position and monthly wages of each Employee;
- (b) any employment contract referred to herein;
- (c) records of attendance at work;
- (d) forms for any bonuses and incentives to be paid to any Employee;
- (e) forms for overtime work approved by the Customer;
- (f) monthly overview summarizing the costs referred to under Article 3.5. hereof;
- (g) audited financial statement of the Contractor; and
- (h) any and all books of account and records of the Contractor reflecting the Contractor's cost hereof.

9.14. The Parties agree that the Customer shall have the right, upon two (2) business day prior notice to the Contractor, to require the Contractor to provide an increased level of the Services and/or provide Services at different times from those specified in Appendix I hereto.

## **Article 10 Liability of Contractor**

10.1 The Contractor shall be liable for any and all damage suffered by the Customer, its employees, agents, representatives or third parties, whether in the nature of loss of or damage to property or personal injury, in each case caused by the Contractor or any Employee in connection with the performance of the Services.

10.2. In accordance with Article 420a (3) of the Civil Code, the Contractor shall be exempt from its liability under Article 10.1. hereof only if the Contractor proves that such damage was caused by an unavoidable event which did not originate in the operation of the Contractor's business activity or by own conduct of the Customer, its employees, agents or representatives.

10.3. The Contractor undertakes to obtain insurance coverage from a duly licensed insurance company acceptable to the Customer for any and all liability described in Article 10.1. hereof, with a minimum insurance coverage of 40,000,000.- CZK and specifying the Customer as the loss payee. This provision will be reviewed annually and updated as appropriate.

10.4. The Contractor shall defend, indemnify and hold the Customer harmless from and against any and all claims, demands, actions, causes of actions, suits, judgments, costs, charges, and expenses, including without limitation, costs of litigation and attorneys' fees and costs of repair or replacement of equipment, arising out of, relating to, resulting from or in connection with any acts or omissions of any of the Employees, and/or agents or contractors of the Contractor.

### **Article 11 Dispute Resolution**

Any claim under this Agreement between or among the Parties (including the question whether any particular matter is arbitrable hereunder) shall be referred to and finally resolved by arbitration under the International Chamber of Commerce Rules of Arbitration (the "Rules"), which Rules are deemed to be incorporated by reference to this Article 11. The Party requesting arbitration shall serve upon the other Party to the claim a written demand for arbitration stating the substance of the claim and the name and address of the arbitrator appointed by it. The recipient of such demand shall, within thirty (30) days after such receipt, appoint an arbitrator, and the two arbitrators shall appoint a third arbitrator who is engaged in the practice of law, and the decision or award of any two arbitrators shall be final and binding upon the parties. The place of the arbitration shall be Prague, Czech Republic, unless the parties mutually agree to another location. The language of the arbitration shall be English. The fees of the arbitrator(s) and related expenses of arbitration shall be apportioned among the parties as determined by the arbitrator(s). The prevailing party, as determined by the arbitrator(s), shall be entitled to an award of reasonable attorneys' fees and costs.

### **Article 12 Waivers and Severability**

No waiver by either Party of any breach of any condition or agreement herein shall be construed to be a waiver of that condition or agreement or any subsequent breach thereof or of a covenant of this Agreement by such Party. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to be benefited by such provision or any other provisions of this Agreement.

### **Article 13 Governing Law**

This Agreement shall, in all respects, be governed by and interpreted in accordance with the laws of the Czech Republic.

## **Article 14 Invoice**

14.1 The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to:

RFE/RL Accounts Payable, Vinohradská 159A, 100 00 Prague 10, Czech Republic:

OR

Electronically to [invoice@rferl.org](mailto:invoice@rferl.org)

14.2 An invoice must include

- i. name, address, banking information, and original signature of vendor;
- ii. description of services, rates with certified time sheets for hours billed, and currency of billed items or services;
- iii. due date of payment and any special conditions that may apply;

RFE/RL's Designated Representative shall review and either accept or deny (in whole or in part) such invoices. Invoices accepted in full shall be paid within 30 business days of acceptance by RFE/RL.

14.3 Contractor will be solely responsible for the payment of all required taxes to the proper authorities. RFE/RL will provide no other payments, contributions or company-sponsored benefits.

14.4 Contractor hereby gives its irrevocable consent to RFE/RL to disclose any and all data concerning the fee that it receives for its services or any other valuable consideration it receives, pursuant to the terms of this Agreement, to competent American authorities.

14.5 The contractor will be notified concerning any incorrect invoice(s) and shall correct the invoice(s) prior to payment.

**Article 15 Taxes** The contract price includes all applicable taxes and duties.

## **Article 16 Contractor Employees**

16.1 Employment. The Contractor shall perform the Services through its own employees. In performing the Services, the Contractor may perform the Services through its subcontractors, provided that such subcontractors shall be subject to the prior written consent of the Customer.

When performing their work assignments at the Facilities, the Contractor employees shall be appropriately uniformed provided that such uniforms are subject to the prior approval of the Customer and shall include, without limitation, all apparel, and visible badges to be provided by the Customer.

16.2 Security Clearances & Reports. The Contractor employees shall have a clear criminal record evidenced by an extract from the Penal Register maintained by the Office of the General Prosecutor of the Czech Republic (in Czech: "výpis z rejstříku trestů"). The Contractor shall provide to the Customer the extracts of the Contractor employees for review upon request.

16.3 Benefits. Contractor shall be responsible for all insurance and liabilities with respect to its employees which shall include, as a minimum:

costs of mandatory payments of health insurance contributions of the Contractor related to the Contractor employees to be paid by the Contractor under Act No. 592/1992 Sb., on Insurance Payment for General Health Insurance, as amended from time to time;



costs of mandatory payments of social insurance contributions related to the Contractor employees to be paid by the Contractor under Act No. 589/1992 Sb., on Insurance Payments for Social Insurance and on State Employment Policy Contribution, as amended from time to time;

costs of insurance payments, related to the Contractor's liability for damage caused to the Contractor employees by injury at work or by occupational illness to be paid by the Contractor under Decree of the Ministry of Finance No. 125/1993 Sb., Stipulating Conditions and Rates for Statutory Insurance of Employer's Liability for Damage Caused by Injury at Work or by Occupational Illness, as amended from time to time;

## **Article 17 Administration of Agreement**

17.1. The Contractor shall appoint a manager to be responsible for the performance of the Services (the "Unit Manager") who shall be authorized by the Contractor to resolve or settle on behalf of the Contractor any disputes or misunderstandings which may arise under this Agreement, as well as to respond in a qualified manner to any further requirements which the Customer may raise in connection with the Services. The Unit Manager shall be present in the Dining Room during the regular operating hours of the Dining Room as set forth in Appendix I hereto. Additional management personnel may be appointed by the Contractor subject to prior consultation with the Customer.

17.2. The Unit Manager shall have professional experience in the field of security services for a minimum of two (2) consecutive years, shall be fluent both in the Czech and English languages and shall have a high degree of management expertise evidenced by, among other things, prior security service management duties involving corporate-level security service, high quality security production and service, and effective financial control. Prior to his/her engagement, the Unit Manager shall be interviewed and approved by the Customer. Regardless of any such initial approval, the Customer has the right to request and obtain replacement of the Unit Manager at its sole and absolute discretion and with or without cause.

19.3. The Customer shall appoint a designated representative who shall be authorized to give to the Unit Manager binding instructions and orders in connection with the day-to-day performance of the Services (the "Authorized Persons").

17.4. The Contractor agrees that the Authorized Persons may enter the Facilities for inspection and other controlling purposes.

## **Article 18 Compensation of Contractor Employees**

18.1 In order to attract and retain a highly professional security work force, essential to performance under this Agreement, the Contractor shall pay to the Guards and members of the Surveillance Detection Team the respective salaries specified in Section 3.1. of Appendix II hereto.

18.2. Each of the Shift Supervisors, the Surveillance Detection Team Leader, the Armed Guards, and the members of the Surveillance Detection Team shall be authorized to the following monthly incentives to be paid by the Contractor:

- (i) Shift Supervisor and Surveillance Detection Team Leader Incentive Pay: **TBD CZK**
- (ii) Weapons Qualification Incentive Pay: **TBD CZK**; and
- (iii) Surveillance Detection Specialist Incentive Pay: **TBD CZK**. The Surveillance Detection Team Leader may not draw Surveillance Detection Specialist Incentive Pay if he/she is already receiving the Surveillance Detection Team Leader Incentive Pay, and vice-versa.

18.3. The salaries for the Operations Manager, the Assistant Operations Manager and the Administrative Assistant shall be determined by the Contractor in the respective employment agreement entered into between the Contractor and the Operations Manager, the Assistant Operations Manager and the Administrative Assistant, respectively.

18.4 The Contractor may not make any modifications in the salaries of the any of the employees without notifying and obtaining the prior approval of the Designated Representative and Procurement Director in writing.

#### **Article 19 Language**

Any document(s) pertaining to this contract, regardless of the language in which they are submitted, shall be accompanied by an English translation of the document(s). In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

#### **Article 20 Order of Precedence**

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

#### **Article 21 Warrants and Representations**

21.1. The Contractor represents and warrants that it is a **[LEGAL FORM OF THE COMPANY]** company, duly organized and existing under the laws of the Czech Republic, and is fully authorized to enter into this Agreement and to perform the Services.

21.2. The relationship of the Customer and the Contractor under this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, and principal-agent or employer-employee relationship. The Parties hereto expressly agree that the Customer shall have no liability of any nature whatsoever with respect to any Employee and no Employee, whether employed by the Contractor or not, shall be in any employment or other contractual relationship with the Customer.

21.3. Each party will take all reasonable steps to protect the confidentiality of all information communicated or made available to it by other which is not in the public domain.

21.4. The Contractor may not assign its rights and obligations under this Agreement except with the Customer's prior written consent.

21.5. The Customer, the Broadcasting Board of Governors, the Comptroller General of the United States, or any other duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly related to any agreement between the Customer and the Contractor supported with Federal funds for the purpose of making audits, examinations, excerpts and transcriptions.

21.6 The Contractor certifies that neither it nor its principal employees have been debarred or suspended from contracting with the U.S. government.

21.7. The Contractor certifies that it has not paid any amount for lobbying any agency or official of the U.S. government in connection with the award of this Agreement, nor will funds received under this Agreement be used for lobbying any agency or official of the U.S. government for any purpose.

#### **ARTICLE 22 Closing Provisions**

22.1 This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein and all preceding written or oral agreements between the Customer and the Contractor concerning the subject matter of this Agreement shall cease to be effective by the execution of this Agreement by both parties.

22.2. Appendices I, II, III, IV, and V and Exhibits A, B, C and D and Attachment A are hereby incorporated into and form an integral part of this Agreement.

**G. Appendices, Exhibits and Attachments.**

APPENDIX I

**List of Persons to be Offered Employment Contract by Contractor**

*[TO BE PROVIDED TO THE CONTRACTOR*

*BY RFE/RL AFTER AWARD OF CONTRACT]*

## APPENDIX II

### Contractor Employee Qualifications

#### I. Qualification Requirements for the Guards

##### 1.1. The Guards shall meet the following qualification requirements:

- (i) shall be in good general health, without mental or physical defects or abnormalities which would interfere with performance of their duties under this Agreement and with the exercise of a prudent judgment in difficult and unusual circumstances;
- (ii) shall have a clear criminal record evidenced by an extract from the Penal Register maintained by the Office of the General Prosecutor of the Czech Republic (in Czech: "výpis z rejstříku trestů"). In addition, each Guard shall have successfully passed a screening check (in Czech "lustrace") evidencing that the Guard had no employment or affiliation or other cooperation with the previous state internal security services (in Czech "StB");
- (i) shall be in a condition of good physical fitness evidenced by a report of a medical examination conducted prior (no more than 6 months) to the Guard's assignment to his/her duties by the Contractor. Such evidence shall be provided to the Customer upon its request;
- (ii) shall have a binocular vision correctable to 20/30 and be capable of hearing ordinary conversation at five (5) meters and whispered conversation at two (2) meters with either ear without benefit of artificial hearing devices;
- (iii) shall be at least twenty-one (21) years of age at the time of his/her assignment to the duties under this Agreement;
- (iv) shall be literate in the Czech language to the extent of being able to read and understand regulations, orders, training instructions and materials, and be able to compose reports which convey complete information and shall have basic comprehension of the English language;
- (vii) shall have a minimum of one (1) year of experience in a government or private protection organization involved in protecting property and lives, or other duties of a similar nature. A minimum of one (1) year active duty in any branch of the

Czech armed services will be accepted in lieu of the one (1) year work experience requirement;

- (viii) shall have the capacity to acquire a good working knowledge of all aspects of the security requirements, good judgment, courage, alertness, tact, self reliance, ability to maintain good performance, and shall be pleasant and helpful to persons requiring assistance or information.

1.2. In addition to the requirements set forth in Section 1.1. above, the Shift Supervisor shall meet the following requirements:

- (i) shall have prior military/law enforcement experience;
- (ii) shall have a minimum of three (3) years protection experience in an administrative position or comparable work at a level equivalent to that of this position;
- (iii) shall have knowledge of modern security technology and security management;
- (iv) shall have conversational fluency in English;
- (v) shall have computer proficiency in Microsoft Windows/Office environment; and
- (vi) shall have a valid firearms license.

## II. Qualification Requirements for Operations Manager and Assistant Operations Manager

2.1. In addition to the requirements set forth in Section 1.1. above, the Operations Manager shall meet the following requirements:

- (i) shall have a minimum of five (5) years security service experience in an administrative position or comparable work at a level equivalent to that of this position under this Agreement, or military experience;
- (ii) shall have a minimum of three (3) years private sector security management experience, preferably in a multinational environment;
- (iii) shall have personnel interviewing, hiring and management skills;
- (iv) shall have knowledge of Czech labor laws and regulations;
- (v) shall have a knowledge of modern security technology and security management methods and best practices;
- (vi) shall have professional fluency in English; and

(vii) shall have computer proficiency in Microsoft Windows/Office environment.

2.2. In addition to the requirements set forth in Section 1.1. above, the Assistant Operations Manager shall meet the following requirements:

- (i) shall have a minimum of three (3) years security service experience in an administrative position or comparable work at a level equivalent to that of this position;
- (ii) shall have a minimum of two (2) years private sector security management experience, preferably in a multinational environment;
- (iii) shall have knowledge of modern security technology and security management methods and best practices;
- (iv) shall have prior experience as a military or police trainer, special weapon assault team experience highly desired;
- (v) shall have prior training/experience in surveillance detection operations;
- (vi) shall have a certificate of marksmanship instructor and valid firearms license;
- (vii) shall have professional fluency in English; and
- (viii) shall have computer proficiency in Microsoft Windows/Office environment.

III. Salaries of the Service Persons

3.1. The monthly salaries of the Guards and the members of the Surveillance Detection Team to be paid by the Contractor under the employment contracts referred to in herein shall be determined based on the respective qualification grade, skill level and time in service as set forth below:

Time in Service	Trainee	Guards				
		Basic	Intermediate	Advanced	Senior	Shift Supervisor
Probation Period (3 months)						
<1yr	-					
>1yr	-					
>2yr	-					
>3 yr	-					
>4yr	-					

>5yr	-					
>6yr	-					
>7yr	-					
>8yr	-					
>9yr	-					
>10yr	-					
>11yr	-					
>12yr	-					
>13yr	-					
>14yr	-					
>15yr	-					

3.2. Basic and Intermediate Guards are those individuals trained and qualified to perform static guard duty, perform vehicle undercarriage inspections, conduct indoor safety patrols and basic fire-fighting, operate x-ray and metal detector screening equipment, operate explosive detectors, and operate handheld communications equipment.

3.3. Advanced Guards are those individuals who have demonstrated high levels of aptitude and performance in Basic and Intermediate Guard level tasks, or those individuals who have been trained and qualified to operate the Multimax integrated security management system, the Shrack fire monitoring system, close circuit television system, and the public address system. Qualification in the operation of the Multimax integrated security management and closed circuit television systems is mandatory prior to advancement to the Senior Guard level.

3.4. Senior Guards are those individuals trained and qualified to perform all Basic, Intermediate and Advanced level duties, and who have demonstrated high levels of proficiency in the operation of the Multimax integrated security management system, the Shrack fire monitoring system, close circuit television system, and the public address system.

3.5. Surveillance Detection Team members on the guard force must possess Basic Guard level skills and must have successfully completed their initial probation period prior to receiving training and assignment in the Surveillance Detection Team and may be remunerated at the Basic, Intermediate or Advanced Guard levels.

3.6. The Shift Supervisors and the Surveillance Detection Team Leader will be remunerated at the Supervisor levels.

3.7. The table of the monthly salaries under 3.1. above may be reviewed and adjusted by the Customer on the first day of January of the respective calendar year based upon inflation index.

#### IV. Background Checks

4.1. The Service Persons shall have a pre-employment investigation conducted prior to beginning employment to determine character and reputation, suitability for employment, and that personal qualifications meet required employment standards. This investigation shall include an inquiry with former employers and references. This investigation is to be conducted by the Contractor without additional costs to the Customer, and be available for review by the Customer. A summary of the results of this pre-employment investigation shall be furnished by the Contractor to the Customer.

4.2. The Contractor and each of the Service Persons shall execute and submit to the Customer a statement of personal history and such other information as may be required by the Customer.



APPENDIX III

**Reports of the Operations Manager**

The Operations Manager shall be obliged to submit the following reports to the Customer:

	<b>Report</b>	<i>Quantity</i>	<b>Due Date</b>
1.	Pre-employment Investigation Summary	1	When applicable
2.	Unannounced Inspections Report	1	Weekly
3.	Loss, Theft, or Damage Report	1	As required
4.	Emergency Report	1	As required
5.	Weekly Unannounced Visit Summary Report	1	Monthly
6.	Surveillance Detection Team Reports	1 1	Daily, Weekly
7.	Inventory of the Borrowed Tangible Property	1	Monthly
8.	Marksmanship Training and Qualification Certificate report	1	Quarterly
9.	In-service Training Report	1	Quarterly
10	Cost Management and Performance Report	1	Monthly

**APPENDIX IV**  
**Uniforms**

1.1. The uniform of the Guard shall consist of the following items:

Volume of items	Item Name	Useful Life	Sewed on Security and RFE/RL Logo
2 pairs	Boots, 'Hi-Tec', leather, black	12 months	NONE
8 pairs	Socks, cotton, black	12 months	NONE
3 pairs	Pants, cargo, black	12 months	NONE
4 each	T-shirt, short-sleeved, black T-shirt	12 months	YES
4 each	T-shirt, long-sleeved, black T-shirt	12 months	YES
1 each	Vest, summer-weight, black	24 months	NONE
1 each	Belt, Police-style, leather, black	60 months	NONE
1 each	Hat	36 months	YES
1 each	Jacket, wind-breaker, black	36 months	YES
1 each	Sweater, winter-weight, black w/elbow and shoulder patches	36 months	NONE
1 each	Vest, winter-weight, insulated, black	48 months	NONE
1 each	Jacket, parka-style, black	48 months	NONE
1 pair	Gloves, leather, black	36 months	NONE
1 each	Raincoat, poncho-type, black	36 months	YES
1 each	Cap, wool-stocking, black	24 months	NONE
1 each	Scarf, wool, black	24 months	NONE

1.2. The uniforms of the Guards shall be of the same color and style and the uniform items specified in the column "Sewed on Security and RFE/RL Logo" above shall have visibly sewed on the word "SECURITY" and in smaller print the name "RFE/RL" and [the name of the Contractor]. Mixing of the uniform and civilian type apparel is not permitted.

1.3. The Contractor shall replace the respective items of the uniforms in the course of the employment after expiration of the useful life specified in the table above. Items with a useful life equal to or exceeding 36 months shall remain the property of the Customer after termination of the employment

APPENDIX V

**List of Borrowed Tangible Property**

***[TO BE PROVIDED TO THE CONTRACTOR BY RFE/RL AFTER AWARD OF CONTRACT]***

**Exhibit A**

*Invoice for Fee*

**Month of** \_\_\_\_\_

<b>Base Fee</b>	
<hr/> <b>Incentive Fee (Semi-annual invoice)</b>	<hr/>
<b>VAT</b>	
<b>TOTAL</b>	

**Exhibit B**

*Invoice for Reimbursement*

**Month of** \_\_\_\_\_

<b>Total for Reimbursement</b>	
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**Exhibit C**

*Information sheet – Reimbursement*

**(Section 1.3. of the Agreement)**

**Month of** \_\_\_\_\_

<b>Personnel Costs</b>	
1. Costs of gross wages (prior to deduction of income tax) and remuneration paid by Contractor to the Service Persons	
2. Costs of health insurance contribution payments of Contractor related to the Service Persons	
3. Costs of social insurance contribution payments of Contractor related to the Service Persons	
4. Costs of insurance payments related to Contractor's liability for damage caused to the Service Persons by injury at work or by occupational illness	
5. Costs of Shift Supervisor and Surveillance Detection Team Leader Incentive Pay paid by the Contractor to certain Service Persons in accordance with Section 5.4 hereof	
6. Costs of Surveillance Detection Specialist Incentive Pay paid by the Contractor to certain Service Persons in accordance with Section 5.4 hereof	
7. Costs of Weapons Qualification Incentives Pays paid by the Contractor to certain Service Persons in accordance with Section 5.4 hereof	
<b>Other Costs</b>	
8. Costs of purchase and replacement of uniforms of the Service Persons in accordance with Section 5.4 hereof	
9. Costs of maintenance of the Borrowed Tangible Property (as such term is defined in Section 6.1 hereof) incurred by the Contractor in accordance with Section 5.4 hereof	
10. Costs of other subcontracted services, approved in advance by the Customer, provided to the Contractor by third parties in connection with the provision of the Services	
11. Costs of purchase and replacement of the equipment specified in <b>Section 7.13.</b> hereof	
12. Costs of payments of the administrative fee for the firearms licenses issued by the respective Czech authority to the Armed Guards (as such term is defined in Section 7.8. hereof) reimbursed by the Contractor to the Armed Guards	
13. Costs of insurance coverage specified in Section 16.3 hereof	
<b>TOTAL</b>	
Aggregate volume of working hours performed by the Service Persons	

**Exhibit D**

**Information Sheet – Reimbursement  
(Section 1.4. of the Agreement)**

**Month of** \_\_\_\_\_

1. Pro-rata costs of gross wages (prior to deduction of income tax) and remuneration paid by Contractor to the Service Persons assigned to performance of additional volume of the Services	
2. Pro-rata costs of health insurance contribution payments of Contractor related to the Service Persons assigned to performance of additional volume of the Services	
3. Pro-rata costs of social insurance contribution payments of Contractor related to the Service Persons assigned to performance of additional volume of the Services	
4. Pro-rata costs of insurance payments related to Contractor's liability for damage caused to the Service Persons assigned to performance of additional volume of the Services by injury at work or by occupational illness	
5. Pro-rata costs of Shift Supervisor and Surveillance Detection Team Leader Incentive Pays paid by the Contractor to certain Service Persons in accordance with Section 5.4 hereof	
6. Pro-rata costs of Weapons Qualification Incentives Pays paid by the Contractor to the Service Persons assigned to performance of additional volume of the Services	
7. Pro-rata costs of Surveillance Detection Specialist Incentive Pay paid by the Contractor to certain Service Persons in accordance with Section 5.4 hereof	
<b>TOTAL</b>	
Number of the Service Persons assigned to performance of additional volume of the Services	
Volume of working hours performed by the Service Persons assigned to performance of additional volume of the Services	

**ATTACHMENT A**

***[SECURITY OPERATING GUIDE TO BE PROVIDED TO THE CONTRACTOR BY RFE/RL AFTER  
AWARD OF CONTRACT]***

**APPENDIX I**

**List of Persons to be Offered Employment Contract by Contractor**

***[TO BE PROVIDED TO THE CONTRACTOR  
BY RFE/RL AFTER AWARD OF CONTRACT]***



**ATTACHMENT B**

**Cost Proposal**

<b>Cost Table Format</b>						
<b>COSTS</b>	<b>Labor Direct</b>			<b>Hours per year</b>	<b>Hourly Labor rate</b>	<b>Labor</b>
					<b>Rate</b>	
	1 Operations Manager (salaried)			1820		
	1 Shift Supervisor			8760		
	1 Security Operations Center - Console operator I.			8760		
	1 Security Operations Center - Console operator II.			8760		
	1 Main building x-ray/walk-thru metal detector screening position			8760		
	1 Main building security booth			8760		
	1 Main building deliveries / Fire Safety/Emergency Response/ guard			8760		
	1 MCAC security booth			8760		
	1 MCAC x-ray/walk-thru metal detector screening position			8760		
	1 MCAC x-ray/walk-thru metal detector screening position			8760		
	1 SCAC security booth I.			8760		
	1 SCAC security booth II. Mon – Fri 0630-1830			3000		
	1 SCAC x-ray/walk-thru metal detector screening position			8760		
	1 SCAC x-ray/walk-thru metal detector screening position			8760		
	1 Main building reception desk receptionist Mon – Fri 0630-1830			3000		
	<b>Labor Subtotal</b>			<b>112940</b>		
	<b>Materials</b>					
	<b>Materials Subtotal</b>					
	<b>Other Direct Costs (ODC)</b>					
	<b>ODC Subtotal</b>					
	<b>G&amp;A</b>					
<b>COST SUBTOTAL</b>						
<b>FEES</b>	<b>Base Fee (x %)</b>					
	<b>Award Fee (y %)</b>					
	<b>Total fee (x%+y%)</b>					
<b>TOTAL COSTS &amp; FEES</b>						

**Definitions**

*Estimate these costs per year.*

Materials costs - estimated materials cost for the year.

Other Direct Charges (ODCs) -other direct charge costs that are not spread across the company for the year.

General and Administrative (G&A) - percentage of costs spread across the company, use only if your cost accounting system is so structured.

Fee - aka Management fee and split into a base or fixed fee and an award fee earned through performance.

*MCAC = Main Compound Access Control*

*SCAC = Service Compound Access Control*