
**Guidelines on the Use of
Armed Security Services from
Private Security Companies
Annex A - Statement of Works**

*These guidelines should be read in conjunction with the United Nations
Policy on Armed Private Security Companies*

ANNEX A

Statement of Works for the Use of Armed Private Security Companies

Provision of Armed Security Officers

General

1. The United Nations has a requirement for the provision of armed security officers to secure the property and premises of the United Nations and to provide mobile protection as outlined in this Statement of Works.

Definitions

Static Protection of United Nations Personnel, Premises and Property

Objective

2. Provide a visible deterrent to potential attackers and an armed response to repel any attack in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

Basic Functions

3. Conduct access control of vehicles and pedestrians to the designated premises or area
 - a. Use of electronic body and package search equipment
 - b. Personnel searches for non-United Nations personnel
 - c. Vehicle searches
 - d. Building searches for suspected explosive devices
 - e. Visitor control systems
 - f. Badge issuance and control
 - g. Mail screening
4. Patrol the designated premises or area
 - a. Identify and report suspicious persons or objects which may cause a security concern
 - b. Subsequently contain or remove suspicious persons or objects which may cause a security concern.

5. Monitor and respond to intrusion and safety alarms
6. Maintain guard post records and logs and preparation of incident reports
7. Provide First Aid to United Nations personnel in the event of incidents

Armed response during the course of delivering basic functions

8. Protect United Nations personnel, premises and property within the designated area in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

Mobile Protection of United Nations Personnel and Property

Objective

9. Provide a visible deterrent to potential attackers and an armed response to repel any attack in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

Basic Functions

10. Plan and monitor all road movements by United Nations personnel in the respective location/Mission area requiring armed support
11. Present a visible deterrent to deter hostile elements from interrupting the movement of a convoy and:
 - a. Use vehicle driving techniques to maintain convoy progression
 - b. Prevent additional vehicles from intercepting the convoy
 - c. Extract convoy from ambush sites
12. Conduct a reconnaissance of route options for the convoy movement and:
 - a. Identify possible ambush sites and escape routes
 - b. Identify possible safe havens en route
13. Advance and clear the route for the convoy movement
14. Operate, monitor and maintain communications platform for convoy vehicles and personnel

15. Preparation of incident reports
16. Provide First Aid to United Nations personnel in the event of an incident

Armed response during the course of delivering basic functions

17. Protect United Nations personnel and vehicles of the convoy in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

What should be in the Contractor's Proposal

Technical Proposal

18. Company Profile – brief history explaining the number of years the Contractor has been in the business of providing security services, a history of any company name changes, corporate restructuring and previous companies and affiliates, the number of the Contractor's personnel across all departments and information to show evidence of the financial and technical capacity of the company to provide the required services. The Contractor must have been in the business of offering security services for at least five years prior to the submission of the proposal.
19. Comprehensive Technical Proposal – explaining the scope and coverage of the Contractor's proposed services, the Contractor's proposed methods and practices and such other information that can provide evidence that the Contractor services substantially meet the requirements stated in this SOW.
20. Business Permit – authorizing the Contractor to offer security services in the country where their business is located and in the location where the services will be provided. This is a mandatory requirement.
21. Firearms permits – authorizing the Contractor to import, carry and use firearms and the appropriate ammunition in pursuance of their contracted duties in the location for each guard assigned to the location where the services will be provided. This is a mandatory requirement.
22. List of clients – this should include clients to which services have been offered in the last five years, to demonstrate that the Contractor has extensive experience in this kind of service, with a description of the services performed and the aggregate value of the contract awards.
23. Evidence that the Contractor's personnel have successfully completed training suitable to the services to be provided, with details of the training programme of instruction and has a

programme of refresher training. Suitable training will include such fields as: firearms, medical response, Use of Force, situational response i.e. crowds and demonstrations, incident response i.e. suicide borne attacks and armed assault, access control and screening techniques, standards of conduct, sexual exploitation and abuse.

24. Evidence that the Contractor's personnel have been screened, to include a criminal background record check with the national police services and the police services of the location of current residence or country of origin, and verified to ensure no evidence or suspicion of previous criminal offences or human rights violations, or an ongoing investigation in respect of such offenses, pending criminal legal actions, or other indications of conduct that could adversely reflect on the United Nations or is incompatible with the aims and objectives of the Organization. The Contractor will commit in writing to provide certification that the described background checks have been conducted and not to deploy such personnel at the service of the United Nations. Where evidence comes to light that an employee of the contractor falls under the provision above either for actions engaged into prior to deployment or during deployment, the contractor commits itself to immediately replace any such personnel, without prejudice, and at no cost for the United Nations.
25. Evidence that the Contractor has an effective management and oversight system which will enable the identification of any action or activity undertaken by their staff which could be deemed incompatible with the United Nations Standards of Conduct for the International Civil Service and other applicable legal norms and standards. Such a management and oversight system will include, among others: a human resources management framework and policies, an ethics office and policy on whistleblower protection, an investigative capacity, a code of conduct, training on standards of conduct, and a policy on disciplinary processes and measures.
26. A written commitment from the Contractor that it will immediately remove and replace, at its cost, any guard whose performance or conduct is identified as failing to meet the standards of conduct expected, or is considered unsatisfactory by the United Nations. Such decision is within the United Nations sole discretion and replacement shall be at no cost to the United Nations.
27. Notwithstanding the verification process outlined in paragraphs 24-25, the United Nations reserves the right to refuse deployment or demand immediate replacement of any personnel selected by the Contractor who are identified as failing to meet the specified requirements. The Contractor commits itself to hold its employees accountable for any violations of the United Nations standards of conduct and to ensure referral for criminal prosecution of any actions which constitute criminal offences under the laws of the host country.

28. The above mentioned requirements will be explicitly stated in the contract and each individual employee will be required to sign a statement/undertaking to this effect, including their understanding of the conditions under which they are being deployed, waiving any responsibility on the part of the United Nations for any actions related to the organization's request that the services of the employee be terminated and the employee repatriated under the terms described in the preceding paragraphs.

Financial Proposal

29. Provision of supervision, labour, materials and supplies as well as all tools and equipment necessary for the complete and satisfactory completion of the Contractor's proposed services.
30. Provision of transport and all other travel related expenditures, taking into account all sites where the Contractor's services are required.
31. The Contractor must provide evidence that they hold and will maintain for the duration of the contract: Public and employers liability insurance; Personal accident, medical expenses hospitalization and repatriation insurance.
32. Other than what is expressly described in the Contractor's financial proposal the United Nations shall not be responsible to pay the Contractor for any other fees and charges including miscellaneous and incidental expenses than the ones quoted in the financial proposal as per the instructions set forth in Annex C.

Specific Requirements

Equipment

33. The Contractor will provide all necessary equipment for their personnel to complete the duties as described in this scope of works. This includes but is not limited to, firearms, ammunition, radios and base station, ballistic armour, vehicles (soft skin and armoured) if and when required, medical and electronic screening equipment.

Subcontracting

34. The Contractor is not permitted to subcontract substantive security duties, i.e. for any of the basic or armed services outlined under 'definitions'. Subcontracting may only be used for auxiliary issues such as life support to the Contractor's personnel. In such cases where the contractor, subcontracts such services, the contractor remains bound by the provisions contained in this agreement.

Contact Person

35. The Contractor will provide the United Nations with a designated point of contact at the management level who will attend periodic meetings with the United Nations security in order to review performance and discuss significant security incidents and trends.

Communications

36. The Contractor will ensure that each post has a VHF radio communications with a 24 hour operations centre that is appropriately staffed, equipped and trained to coordinate a response in the event of a security incident at the United Nations premises or during mobile escort duties.
37. The Contractor will conduct radio checks at the beginning of each shift and periodically during each shift to ensure that equipment is functioning correctly and guards are alert and monitoring their radios.

Log keeping and Reporting

38. The Contractor will maintain a register of security officers on duty to be signed by each officer and to be provided to United Nations security on request.
39. The Contractor will ensure that any officer absent for whatever reason is immediately replaced in order to maintain 24 hour coverage of all posts.
40. The Contractor will immediately replace any guard whose performance is considered unsatisfactory by United Nations security. Such decision is within the United Nations sole discretion and replacement shall be at no additional cost to the United Nations.
41. The Contractor will provide immediate verbal notification and prompt written reports of security related incidents.

Shift Handover

42. Conduct a thorough shift handover at each shift change ensuring that information and instructions are passed on to the next supervisor and a detailed inventory is conducted of all weapons, ammunition, radios, keys and other equipment provided.

Use of Force

43. The Contractor is required to develop and implement its own Use of Force Policy consistent with the International Code of Conduct for Private Security Service Providers¹

¹See <http://www.icoc-ppsp.org/>

and applicable national laws of the Territorial State. In addition, to the extent consistent with the applicable national law, the private security company's Use of Force Policy shall also be consistent with the United Nations "Use of Force Policy" as found in *Security Policy Manual*, Chapter IV, Section H (which shall be made available to the private security company for reference). However, the Use of Force Policy of the private security company must be as or more restrictive than the United Nations Use of Force Policy. The private security company's Use of Force Policy shall not be less restrictive than the United Nations Use of Force Policy.

Firearms Management

44. The Contractor is required to develop and implement its own firearms management procedures and "Weapons Manual" consistent with the International Code of Conduct for Private Security Service Providers and applicable national laws of the Territorial State. In addition, to the extent consistent with the applicable national law, the private security company's firearms management procedures and Weapons Manual should also be consistent with the "United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms" (which shall be made available to the private security company for reference). However, the private security company's Weapons Manual must be as or more restrictive than the "United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms". The private security company's Weapons Manual shall not be less restrictive than the "United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms".

Training and Rehearsals

45. All supervisors and security officers provided by the Contractor must have received appropriate security training including weapons handling, radio communications, access control, counter terrorist search. The Contractor will provide refresher training such that each security officer and supervisor receives this no later than every 12 months. All personnel of the contractor, including those that may have been subcontracted, must have received training, prior to deployment, on the United Nations Standards of Conduct for the International Civil Service and zero tolerance policy on sexual exploitation and abuse. The contractor shall be required to provide a certification to this effect prior to deployment for each individual employee.
46. The Contractor will maintain training records for each security officer and supervisor including failures and subsequent remedial training and requalification. These records will be made available to the United Nations designated representative upon request.

47. The United Nations designated representative or delegate has the authority to monitor, evaluate and audit all training delivered by the Contractor.
48. The supervisors will arrange for weekly rehearsals of actions to be taken by the personnel of the Contractor in the event of incident, designed around scenario based situations.

Uniform and IDs

49. All personnel provided by the Contactor are to be provided with Company identification and must dress in a clearly recognizable uniform provided by the contractor and clearly displaying the company's logo.
50. Whilst the uniform will be functional and permit the delivery of the designated services in the threat environment faced, the United Nations has the authority to direct the Contractor to use a uniform in keeping with the programmatic delivery of the Organization represented at no additional cost. The uniform will be appropriate to the climatic conditions.

Contractors Performance Evaluation

51. Immediately after contract signature, the United Nations and the Contractor will hold a project start up meeting to review the implementation plan of the Contractor. Implementation will be within one month of contract signature. Thereafter, monthly Contractor's performance reviews will be held by the United Nations and the Contractor to appraise the Contractor's Performance, discuss performance issues as well as other operational concerns. Performance evaluation shall include a certification that the contractor and its employees have conducted themselves in accordance with the expected standards of conduct.
52. The Contractor will be subject to periodic performance assessment and review by the United Nations.
53. The Contractor's performance will be reviewed based on, but not limited to, the following performance indicators:
54. Quality of service:
 - a. Compliance with the Contract requirements and attainment of the objectives of security
 - b. Accuracy of records
 - c. Effectiveness of contract personnel and personnel management
 - d. Technical excellence

- e. Highest standards of integrity, competence and performance in line with internationally accepted human rights standards and principles.
55. Cost Performance:
- a. Timely accurate and complete invoicing
 - b. Cost control system
 - c. Other cost related factors
56. Timeliness:
- a. Reliability of Contactor's Services
 - b. Adherence to agreed schedule
57. Business Relations
- a. Effective management of operations
 - b. Liaison and Client relations
 - c. Effective resolution of problems issues or concerns
 - d. Effective management of employees performance and conduct
 - e. Contractor's flexibility
 - f. Contractor's initiative