

**SECTION F****DELIVERIES OR PERFORMANCE****F-1 CLAUSES INCORPORATED BY REFERENCE:**

<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE</b>
52.242-15	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)
52.247-55	F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

**F-2 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)**

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$242.95 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor, as defined in the Default-Fixed-Price Supply and Service clause in this contract.

**F-3 DELIVERABLES**

- (a) As required in Section C, the Contractor must prepare, maintain, and furnish various reports and data during the performance of this contract.

The following deliverables (reports and data) are considered mandatory and must be submitted by the Contractor, as indicated in the chart below.

	<b>Title of Mandatory Reports, Forms, and Data</b>	<b>Submit To:</b>	<b>Requirement</b>
1	Acknowledgement of Conditions of CSO Eligibility, CSO Form 004	OCS CO	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
2	Contractor's Annual Training Certification	OCS CO	This certification is required annually and only after all CSOs performing under the contract have completed the Contractor's annual training session.
3	Certificate of Medical Examination for Court Security Officers, CSO-229	Federal Occupational Health	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or a new position has been authorized by the Government. All CSO-229s, including all other medical information, must be sent to the following:  United States Public Health Services (USPHS) Federal Occupational health (FOH) 100 Alabama Street, SW Atlanta, GA 30303
4	Court Security Officer (CSO) Travel Authorization, CSO Form 010	COTR	Submit this form, including any supporting documents, for CSO travel authorization.
5	Court Security Officer (CSO) Travel Expense Reimbursement, CSO Form 011	COTR	Submit this form, including any supporting documents, for travel reimbursement.
6	Contract Pricing Proposal, SF 1411	CO	Submit when cost proposal or contract action exceeds or is expected to exceed \$500,000.
7	Equipment Inventory Report	COTR	Submit within 30 calendar days after each contract period.
8	Notification of a Court Security Officer's Official Performance Date, CSO Form 009	COTR	Submit within 5 business days after the individual's performance date.
9	Daily Activity Log	COTR	Required for each court facility and must be maintained on a continuous basis. Provide as directed by the COTR.
10	Daily Time and Attendance Log	COTR	Required for each court facility and must be maintained on a continuous basis. Submit a copy of the log with monthly invoice(s). COTR will designate a location for all CSO Daily Attendance Records.
11	Emergency Systems Report	COTR	Submit by the tenth of each month.
12	Court Facility Incident Report, CSO Form 003	COTR	Prepare immediately and submit the report to the COTR within 24 hours after the incident occurs.
13	Court Facility Monthly Statistical Summary Report, CSO Form 002	COTR	Submit by the tenth calendar day of each month.
14	FBI Fingerprint Card	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
15	In-District (Phase I) Orientation Certification, CSO Form 008	OCS COTR	Submit within 7 calendar days after the In-District Orientation is completed by a CSO.

16	Military Discharge Certificate, Department of Defense (DD) 214	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
17	Court Security Officer Monthly Activity Report	OCS CO COTR OFM AOUSC	Input all monthly activity data relative to the previous month by the 10 <sup>th</sup> calendar day of each month. Submit a printed hard copy of the District's monthly activity to each COTR. Separate reports are required for positions authorized by the USMS via an inter-agency agreement.
18	Contractor's Court Security Officer Staffing Notification, CSO Form 001	OCS/PSB	Submit this form for various contract staffing actions.
19	Certification of Court Security Officer Performance Standards, CSO Form 006	OCS	Submit 45 days after contract award. Thereafter, submit within 5 days after receiving written qualification approval on an applicant.
20	Court Security Officer Contractor's Background Check Form, CSO Form 005	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
21	Public Voucher for Purchases and Services Other than Personal, SF 1034	COTR	Submit this form, including any supporting documents, for travel reimbursement.
22	Subcontracting Report for Individual Contract, SF 294	CO	Submit semiannually by April 30 and October 31 or as directed by the Contracting Officer.
23	CSO Weapons Qualification Record, CSO Form 014	OCS COTR	Submit annually by December 31 of each contract period.
24	Certificate of Compliance, CSO Form 007	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
25	Court Security Officer Contractor's Request to Reevaluate An Individual's Medical Qualification, CSO Form 012	OCS	Submit when a CSO desires to return to contract performance after an extensive or medical absence.
26	Court Security Officer Contractor's Medical Practitioner Data Sheet, CSO Form 013	OCS	Submit within 30 days after the initial award. Therefore, submit to qualify a new Medical Practitioner to Perform CSO Medical Examinations.
27	Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. seq., CSO Form 015	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government or when requested by the Government
28	CSO-234 Personnel Qualification Statement (Court Security Officer)	OCS	Submit with each CSO Application Package, which is due 14 calendar days after a CSO position has been vacated or authorized by the Government.
29	Questionnaire for Public Trust Positions, Form SF-85P	OCS	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
30	Questionnaire for National Security Positions, Form SF-86	OCS	Only when necessary, submit with CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
31	Certifications of Firearm	OCS	Submit within 45 days after contract award and within 30 days for new

	Instructors		Firearm Instructors
32	Site Supervisor Survey Report	COTR Contracting Officer	In accordance with Section C-3, paragraph (b) (1) of the subject contract, Site Supervisors shall submit the report within three (3) calendar days from the date of their return. Reports shall include: destination, distance traveled, arrival time, and duration of the site visit, departure time and findings per site visited. Findings shall include CSO staffing deficiencies, uniform and security equipment issues, etc.

- (b) The Contractor must adhere to all reporting requirements. Unless stated otherwise, the Contractor cannot deviate from nor substitute any data or forms required by this contract. All deliverables are subject to the review and approval by the Government. If any information reported is found to be incomplete or inaccurate, the Government will deem the deliverable unacceptable and return the deliverable to the Contractor for correction. The Contractor must make all necessary corrections and/or revisions, as deemed necessary by the Government and in accordance with the due date.
- (c) Daily Activity Log: The Contractor must maintain a *Daily Activity Log* at each post, as directed by the COTR. The *Daily Activity Log* must be maintained on continuous basis and must capture all CSO post-related activities. At the Government's request, the Contractor must make the log available for review and inspection.
- (d) Court Facility Incident Report (CSO Form 003): The Contractor must prepare and submit a *Court Facility Incident Report* whenever a CSO is involved or observes a suspicious or security-related incident at a court facility. With the exception of false alarms or alarm tests, all incidents such as, but not limited to, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., must be reported immediately to the COTR of the District on a *Court Facility Incident Report*, within 24-hours of the occurrence. A copy of the Facility Security Incident Report form is located in Section J, *List of Attachments*.
- (e) Court Facility Monthly Statistical Summary Report (CSO Form 002)

The Contractor must complete and submit a *Court Facility Monthly Statistical Summary Report* to the COTR by the tenth calendar day of each month. This report provides statistical information on the number of illegal weapons, contraband, and prohibited items detected and/or confiscated by CSOs during the preceding month. Such information must be recorded on the *Court Facility Monthly Statistical Summary Report*. It is designed to collect information on incidents that are threatening or appear to threaten the safety and security of the Judiciary. In addition to

the above, it is also designed to capture the details of all incidents involving arrests or detainment and other serious incidents such as, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, etc., occurring in or out of the courtroom that required CSO action. The Contractor is also required to use the *Court Facility Monthly Statistical Summary Report* to document how many hours each CSO performs in the following areas: (1) courtroom assignment; (2) travel; (3) training; and (4) weapons qualification. The *Court Facility Security Monthly Statistical Summary Report* must be reviewed and signed by the COTR prior to forwarding it to the Office of Court Security. A copy of the form is provided in Section J, *List of Attachments*.

- (f) *Daily Time and Attendance Log:*
- (1) The Contractor must maintain at all times and as directed by the COTR, an official *Daily Time and Attendance Log*, for each court facility authorized CSOs (See Section B for official court facility locations). The Contractor must also require all CSOs, including LCSOs, to record their actual arrival and departure times on the *Daily Time and Attendance Log* while performing under this contract.
  - (2) The *Daily Time and Attendance Log* will be placed in an area designated by the COTR and must be maintained in chronological order for each court facility where CSOs provide services. The log must capture the names of each CSO, the date of performance, arrival and departure times, the actual hours worked by each CSO, an explanation block to address attendance issues, and a signature block for each CSO to certify their time and attendance entries. If, for any reason, a CSO is not present to perform, the Contractor must document the reason why the CSO is not available in the *Daily Time and Attendance Log*. The Contractor must provide, as supporting documentation, a legible copy of each log to the COTR and the Contracting Officer with each applicable monthly invoice(s).
- (g) *Emergency Systems Report:* The Contractor must provide on a monthly basis, an *Emergency Systems Report* to confirm the testing, the condition, and the status of all duress alarms, control panels, and battery-operated emergency lighting, as required by this contract. The Contractor must provide the report to the COTR by the tenth of each month. The *Emergency Systems Report* must indicate the name of the CSO that performed the tests, the date and time the tests were conducted, the

location of the alarms, control panels and lighting. The report must also indicate if a repair order was placed, when and what time the repair order was placed, the name of the company and the person contacted for the repair, and when the equipment was repaired.

(h) Monthly Activity Report:

The Contractor must complete and submit a *Court Security Officer Monthly Activity Report* to the Government by the tenth calendar day of each month. The report or data will be subject to review and analyzed by the following offices listed in the chart below. The Contractor must provide an electronic copy of the data on a CD-ROM or other media mutually acceptable to the Government and the Contractor. For security and privacy reasons, the Contractor is prohibited from transmitting any data to the Government via the e-mail.

United States Marshals Service Judicial Security Division Office of Court Security 2604 Jefferson Davis Highway Alexandria, VA 22301
United States Marshals Service Judicial Security Division Office of Security Contracts 2604 Jefferson Davis Highway Alexandria, VA 22301
Each designated COTR. (Refer to respective task orders for the mailing address.)
Administrative Office of the United States Courts One Columbus Circle, N.W. Court Security Office, Room G-310 Washington, DC 20544

(i) Contractor's Employee Actual Pay and Benefits Data: At the request of the Contracting Officer, the Contractor must submit the names of all current employees that performed on this contract, their status (full-time or part-time), anniversary date, their appointed site address and their actual pay rate and employment benefit compensation. The data should be compiled to reflect the personnel assigned to each District. The Contractor waives any objection to the USMS' use of such data, including disclosure to offerors during any future solicitation process.

**F-4 PERIOD OF PERFORMANCE**

The base period of performance start date (effective date) for all contracts will be **October 1, 2011** and continue through **September 30, 2012**. All contracts have one base period and four option periods. The option periods of performance are set forth below. In accordance with Section I - Option To Extend Term of Contract (FAR 52.217-9), the Contracting Officer may exercise options for continued performance based on increments of one year periods. If options for continued performance are exercised, the following incremental performance periods are applicable:

<b>BASE PERIOD</b>	<b>October 1, 2011 – September 30, 2012</b>
<b>OPTION PERIOD 1</b>	<b>October 1, 2012 – September 30, 2013</b>
<b>OPTION PERIOD 2</b>	<b>October 1, 2013 – September 30, 2014</b>
<b>OPTION PERIOD 3</b>	<b>October 1, 2014 – September 30, 2015</b>
<b>OPTION PERIOD 4</b>	<b>October 1, 2015 – September 30, 2016</b>

- (a) Base Contract Period: The base contract period of this contract will commence from the effective date of the contract award, as specified on the contract award document, and continue as stated in Section F-4, Period of Performance.
- (b) Individual Task Orders: The period of performance for any task orders will be as specified on each individual task order, but subject to the following:
- (i) The Contractor must recruit staff and forward all required personnel documentation to the Office of Court Security within 21 calendar days after issuance of the task order.
- (ii) The Contractor must not commence work until security and personnel clearance requirements as required by the contract have been met, unless otherwise directed by the Contracting Officer.

**F-5 WORK WEEK**

For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday.

**F-6 FEDERAL HOLIDAYS:**

The following is a list of Federal Holidays observed by the Government:

<b>New Year's Day (JAN 1)</b>	<b>Labor Day (1st Monday in SEPT)</b>
<b>Martin Luther King's Birthday (3<sup>rd</sup> Monday in JAN)</b>	<b>Columbus Day (2nd Monday in OCT)</b>
<b>Washington's Birthday (3rd Monday in FEB)</b>	<b>Veterans Day (NOV 11)</b>
<b>Memorial Day (last Monday in May)</b>	<b>Thanksgiving (4th Thursday in NOV)</b>
<b>Independence Day (JUL 4)</b>	<b>Christmas (DEC 25)</b>