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**SECTION C****DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK****C-1 BACKGROUND**

- (a) One of the major responsibilities of the United States Marshals Service (USMS) is to ensure the safety of all federal courts and court employees against unauthorized, illegal, and potentially life-threatening activities. For more than a decade, the USMS has sought the services of the private sector to provide highly qualified, highly skilled individuals to assist in this effort. These individuals are traditionally known as Court Security Officers (CSOs), and their duties are classified as court security services. Individuals hired under an inter-agency agreement are designated Special Security Officers (SSOs).
- (b) The Judicial Security Division, Judicial Protective Services has overall responsibility for orchestrating federal court security activities throughout the United States and its territories.

**C-2 SCOPE**

The Contractor must provide all necessary management, supervision, manpower, transportation, materials, supplies, equipment, and clothing, not provided by the Government (See Section C-26, *Government Furnished Property*), to perform court security services for each USMS district covered by this contract which includes providing for the complete safety and security of judges, court personnel, jurors, witnesses, defendants, federal property and the public and provide security coverage to other components of the judicial system, i.e., U.S. Tax Court, U.S. Court of Veterans Appeals, Executive Office for U.S. Attorneys, U.S. Court of Military Appeals, via inter-agency agreements. During the term of this contract, including any extensions, the security coverage required may change and the requirement for services may increase or decrease. The Contracting Officer will provide any changes to the extent of required coverage in writing to the Contractor.

**C-3 CONTRACTOR'S PURCHASING SYSTEM**

The Contractor's purchasing methodology must obtain maximum competition between vendors and subcontractors in purchasing of all uniforms, travel arrangements and other services associated with the performance of this contract. For purchases over \$2500, the Contractor must solicit offers from at least three vendors or subcontractors. The Contractor must have no financial interest in any vendor or subcontractor it utilizes under this contract.

**C-4 GOVERNMENT REIMBURSEMENTS**

The Government will reimburse the Contractor for supplemental uniforms and travel expenses approved by Judicial Protective Services and authorized by the Contracting Officer. Reimbursement will be at cost. The Contractor must not apply any other charges nor profit or fee to the items being purchased. The Contractor's purchase must be at the lowest attainable price. In cases where it is shown to be more cost effective (or to meet operational requirements more effectively) the Government will execute the purchase.

**C-5 CONTRACTOR PERSONNEL AND DUTIES****(a) Contract Manager:**

- (1) The Contractor must provide a Contract Manager for each circuit that is dedicated **solely** to this contract during its term for the administration and technical supervision of all Contractor employees. Management is considered critical; therefore, the Contractor Manager must be available on a 24-hour basis by way of a pager and telephone system. The Contractor must also maintain a sufficient administration staff to carry out all administration functions in a timely fashion.
- (2) The Contract Manager must be responsible for ensuring that all contractor employees adhere to the performance standards set forth in Section C-13, *CSO Performance Standards*, and must enforce adherence by all employees. The Contract Manager must serve as the single point of contact through which all Contractor/Government communications, work, and

technical direction must flow, except in cases of an emergency. The Contract Manager must have the authority to make decisions on behalf of the company, such as in personnel related issues. The Contract Manager must receive and execute on behalf of the Contractor technical direction from the COTR, in accordance with the terms and conditions of the contract.

- (3) The minimum qualifications of the Contract Manager are as follows:
  - (i) Be a citizen of the United States of America;
  - (ii) Be able to read, write and speak the English language fluently;
  - (iii) Possess a Bachelor's degree or have five years of managerial experience with projects similar in size and scope to this contract; and,
  - (iv) Be able to clear the background investigation mandated for CSO applicants (See Section C-25, *Background Investigations*.)
  - (v) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (4) When a Contract Manager is unavailable due to illness, vacation, or other reason, the Contractor must designate another, equally skilled, experienced and empowered, individual to fully act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must also meet the Contract Manager's minimum qualifications.
- (5) The Contract Manager will not be required to personally qualify as a CSO. The Government will make final approval of the individual proposed to serve as the Contract Manager.

(b) **Site Supervisors:**

- (1) The Contractor must provide a Site Supervisor at the Districts/Sites indicated in Section B, Specification and Pricing Proposal Sheet, and as otherwise directed by the Government. The USMS may add or delete Site

Supervisor positions at any location as deemed necessary at other times by change order. Site Supervisors must oversee and manage the day-to-day operations of the CSO workforce at their respective district, unless otherwise directed by the Contracting Officer. The Site Supervisor must be responsible for overall quality control of the security services provided by the CSOs. At a *minimum*, the Site Supervisor must visit each facility within a district where CSOs are assigned at least three times per quarter. A Site Supervisor is required in any District that meets the following criteria:

- (i) Have at least 50 positions. If a district meets this criterion, there is no minimum limit on the number of sites.
- (ii) Have at least 30 positions and three or more sites.
- (iii) Have more than five sites.

If a District should meet one of the above criteria during the life the contract, the Contractor must provide a Site Supervisor within 30 days after the criteria is met at no additional cost to the Government.

- (2) Individuals proposed as Site Supervisors must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. The Site Supervisor is not subject to the uniform requirements or the medical or physical requirements in this contract.

(c) **Lead Court Security Officers (LCSO):**

- (1) The Contractor must provide an LCSO at each facility. For facilities operating on a 24-hour basis, the Contractor must provide three LCSOs.
- (2) The LCSO must coordinate daily activities at their respective facility directly with the COTR to:
  - (i) determine any changes which may be required in the daily routine;
  - (ii) assure all CSOs are in proper uniform and all Government issued equipment and property is accounted for;
  - (iii) provide a direct degree of supervision for the daily work of the CSOs; and

- (iv) act as liaison between the Contract Manager, Site Supervisor and the COTR.
- (3) The LCSO must function simultaneously as a full-time working CSO. In the absence of the LCSO, the Contractor must promptly designate a substitute LCSO.
- (d) **Court Security Officers (CSO):**
- (1) The Contractor must provide qualified CSOs at each district facility designated by the Government. It is the express intention of the USMS to maintain consistency in CSO duties in order to provide the maximum amount of security possible. In this regard, the Contracting Officer's Technical Representative (COTR) in each district will supply the Contractor with post orders/standard operating procedures for each CSO station. Some stations/duties may be required outside the courthouse. It is understood by both parties that all duties required of the CSO must be within the scope of the work required by this contract. The following indicates the nature of duties required to meet these security needs, but is not intended to be all inclusive:
- (i) **Entrance Control** - The CSO must enforce the district's identification system. This includes operating security screening equipment and checking such items as handbags, briefcases, computers, packages, baby carriages, and wheel chairs to detect weapons or contraband. The CSO will turn over all confiscated items to the COTR or designee. In addition, the CSO must prepare a written report, giving the complete details of the confiscation, and provide the report to the COTR.
  - (ii) **Roving Patrol** - The CSO must patrol court facilities and grounds in accordance with routes and schedules provided by the COTR.
  - (iii) **Posts** - The CSO must stand stationary posts. This may include monitoring closed circuit television, duress alarm systems or other such equipment, courtrooms, judges' chambers, jury rooms. During official duty, CSOs must limit their conversations to official business. Watching television, listening to portable and personal radios, reading books, newspapers and any material not associated with official

business is prohibited during post assignment. Additionally, loitering of unauthorized personnel will not be allowed at an official post.

- (iv) Escort Duties - CSOs must provide armed escort services for judges, court personnel, jurors, and other designated individuals, when directed to do so by the COTR. Generally, this includes, but is not limited to, providing an escort from one room to another, one floor to another, or from one facility to another facility, garage or parking area. Additionally, as authorized and approved by the COTR or the COTR's designee, CSOs may be required to travel and drive these individuals in Government owned vehicles. CSOs do not provide armed escort services for the movement and protection of money.
- (v) Law and Order
  - (A) In performance of the duties listed above, the CSO must be responsible for apprehending and detaining any person attempting to gain unauthorized access to Government property or court proceedings. The CSO must also take whatever action is necessary to stop and detain any individuals attempting to commit acts that imperil the safety and security of Government employees, property and the general public.
  - (B) After apprehension of a person suspected of committing a criminal offense, the suspect will be turned over to the U.S. Marshal or designee. The CSO will prepare an incident report and may be called as a witness. Time spent as a witness resulting from duties as a CSO (including travel time and expenses when the witness site is not the same location where the CSO regularly works) will be treated as if the CSO was at his normal duty station. The Government will pay the appropriate contract rate reduced by the amount of any witness and travel fees paid by the court to the CSO.
- (vi) Attend Level I and II Proceedings - The following duties are only to be performed in support of proceedings classified as Level I and Level II, which are based on the sensitivity and risk of the court proceeding. The U.S. Marshal will determine the proceedings' classification and when or if CSOs will be utilized. In the event the proceeding is classified as a Level I or II, the CSO must escort juries

or jurors accordingly within the court facility, call jurors and witnesses, and assist with custody of evidence.

For definition purposes, both levels are described as follows:

- (A) Level I - A Level I risk environment is generally ruled when a civil proceeding is determined to be a low risk, nonhazardous situation, e.g., there are no indications of potential disruption or violence in the courtroom. This security level also applies to criminal pretrial proceedings when the defendant is not present in the courtroom, i.e., motions before the court, and there are no indications of a possible disruption or violence in the courtroom.
  - (B) Level II - A Level II risk environment is generally occurs when a civil proceeding is determined to have indications of the potential for disruption or violence in the courtroom. All criminal trial proceedings that require a defendant to be present start at this level.
- (vii) Attend the Court - Secure courtroom when unattended; inspect courtrooms prior to proceedings; test security devices and report status to the COTR; and attend to other duties concerning security of the court when assigned by the COTR.
  - (viii) Preserve Order - Provide security presence in the courtroom; enforce federal law and judicial orders within the courtroom; enforce local court rules regarding cameras and recording devices; provide technical assistance on security matters; and provide protection to court proceedings as circumstances dictate.
  - (ix) Serve as Court Messenger - Assist the presiding judge or clerk of the court with official messages or other official items related to judicial proceedings.
  - (x) Other Court Security Duties - Perform other court security related duties within the general scope of this contract, as directed by the COTR.

- (xi) Reports and Records - The Contractor must prepare and submit to the COTR or the designee daily reports on any accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred. Report writing includes maintaining a daily log of such incidents. See Section C-29, Mandatory CSO Reports. CSO logs must be available for Government inspection at all times. All incident reports must be provided to the COTR, with a copy to the Judicial Protective Services office on a CSO Incident Report Form, Attachment 3(J). Confiscated items must also be reported on the CSO Incident Report Form.
  - (xii) Garage Parking and Pedestrian Control - Where applicable, the CSO must direct traffic and control lights as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO must be tactful and courteous at all times when issuing warnings to individuals who violate facility parking regulations. The CSO must report abandoned vehicles to the COTR.
  - (xiii) Telephone Usage - The CSO must only answer and make official business calls on telephones located at official CSO posts.
  - (xiv) Lost and Found - The CSO must turn over any articles found in a courthouse or designated facility to the COTR.
- (2) Section B, Specification and Pricing Proposal Sheet, specifies the initial number of positions at each facility. A position requires the Contractor to provide one CSO 40-hours each week (Sunday through Saturday), less Federal holidays and other days when the court is closed. The number of positions may increase or decrease during contract performance in accordance with the direction provided by the Contracting Officer.
- (3) Full-Time/Shared Positions:

The Contractor must provide CSO coverage by using a combination of full-time positions and shared positions. Full-time positions are positions where the CSO is scheduled to fill that position for a 40-hour work week, 52 weeks per year, excluding holidays. Shared positions are also 40-hour work week positions that are filled by two (2) CSOs for a combined total of 40 hours per week. The Contractor must use shared CSO positions to: (1)

provide full staffing level coverage; (2) increase security levels as needed; and (3) avoid unnecessary overtime.

- (4) The USMS normally requires at least one shared position for each facility with five or fewer CSOs. In the event that a facility has only one CSO position, this position may be classified as a shared position. It is the Government's intent to allow a shared position for every five full time positions within the district.
- (5) Each facility generally includes a mix of shared positions and full-time positions. Where a facility does not meet the ratio described in paragraph (4) above at the time of contract award, the USMS *may* initiate action to make the facility meet the ratio as vacancies or new positions occur. After the contract award, any additional shared positions will be authorized in advance by the Contracting Officer.

(e) **Lead Special Security Officers and Special Security Officers**

Lead Special Security Officers (LSSOs) and Special Security Officers (SSOs) duties, wages and benefits remain in accordance with the LCSO and CSO duties, wages and benefits of the contract, respectively. LSSOs and SSOs are required to meet the same criteria as LCSOs and CSOs. Contract oversight and management responsibilities lie specifically with the respective agencies not the USMS.

## **C-6 CSO QUALIFICATION STANDARDS**

The Contractor must provide CSO personnel that meet the following minimum qualifications:

- (1) Be a citizen of the United States of America.
- (2) Be 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand physical demands of the job and be capable of responding to emergency situations.
- (3) Be a high school graduate or have a GED or equivalency.

- (4) Be able to speak fluently, read, and write the English language or any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.
- (5) Possess or be able to obtain a valid state drivers license for the state where services are to be performed, and have a safe driving record for the past five years.
- (6) Have at least three calendar years of verifiable experience as a certified law enforcement officer or its military equivalency, provided the experience includes general arrest authority (experience does not have to be consecutive). General arrest authority is defined as the authority conveyed upon a person to make felony arrests of persons not under a custodial arrangement (prisoner, probation or parole violator) throughout a valid jurisdiction. The state or federal codes specific to the persons qualifying experience will be used to determine the CSO applicant's arrest authority. The CSO applicant's arrest authority must be verified by the Contractor prior to submitting the application for approval.
- (7) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.

#### **C-7 TRAINING STANDARDS**

- (a) The Contractor must ensure that each individual designated to perform as a CSO successfully completed or graduated from a certified federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the general public. Certificates or diplomas must be recognized by federal, state, county, local or military authorities as certification that an individual is eligible for employment as a law enforcement officer. In addition, individuals with five years of military experience involving functions similar to those previously described may also be considered. In cases where a CSO applicant did not receive a certificate of law enforcement training, a signed statement from a supervisory official of the department or agency indicating that an applicant was employed as a law enforcement officer and that no certificate was issued will suffice. The statement must include all dates of employment the individual served in a law enforcement

- capacity. The Contractor must include a copy of the signed statement with the CSO application.
- (b) In addition to the above, the Contractor must provide annually 8-hours of training to all CSOs. Such training is to reinforce the CSO ability to perform the job functions noted in this contract. Topical areas of instruction are to include, at a minimum, threat image/explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening. The training provided must not conflict with any United States Marshals Service policies or procedures.
  - (c) Upon completion of this training, the contractor must annually certify in writing to the Chief, Judicial Protective Services, that all CSOs have been trained as required in paragraph (b) above.
  - (d) The USMS will pay the Basic Rate for each CSO and LCSO during the training. The contractor must include in overhead all other costs of training such as travel for trainers, materials, and handouts. The training will be scheduled through the USMS COTR to coincide with periods of decreased courthouse activity. The contractor must provide a training outline and/or syllabus to the Contracting Officer for approval prior to the scheduling of training.

#### **C-8 MEDICAL STANDARDS AND PROCEDURES**

- (a) The medical condition of the CSO workforce is critical to the overall safety of the judiciary. To ensure that each CSO is medically qualified to perform in a CSO capacity, all prospective contract CSO employees must undergo and pass the required USMS pre-employment medical examination. In addition, all contract CSO employees must undergo and pass an annual reexamination during the life of the contract. CSO employees removed from duty as a result of injury, illness, suspension, or resignation may also be required to obtain a medical examination before resuming a CSO position. Under such circumstances, the cost to conduct a follow-up examination is the responsibility of the Contractor. The Contractor must ensure that all posts are covered during extended medical absences.
- (b) The Contractor must establish and maintain designated licensed physicians to perform and document such medical examination on all CSO employees on behalf of their company. The Contractor must designate two licensed physicians for each city in a given district. Designated physicians must possess a current license in the

United States or a United States possession. In addition, all designated physicians must be approved in advance by the USMS before they can provide examination services. The USMS may disqualify physicians for unsatisfactory performance.

- (c) To qualify a physician as a designated CSO medical examination physician, the Contractor must submit to the USMS for review and acceptance, within 30 calendar days after contract award, a detailed resume of the physician's credentials and employment history and written certification that the credentials of the respective physician have been verified for accuracy and authenticated by accrediting agencies, medical schools, residency training programs, licensing boards, and other data sources, *Medical Practitioner's Data Sheet* form, Attachment 2(N). The Contractor must not permit prospective examining physicians to perform medical examinations on their behalf until the USMS Medical Officer concurs and the USMS grants final approval in writing. In addition, the Contractor must submit written certification annually that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.
- (d) Medical examination findings must be submitted within the established time frame required with each personnel application to Judicial Protective Services for final review and approval. Contractor entitlement for actual costs incurred in the conduct of individual CSO medical examinations will be expressly limited to basic examination costs as detailed in the Start-up Cost authorizations and will not apply to any follow-up procedures resulting from the USMS Medical Officer's review. Costs associated with follow-up examinations or additional visits to the examining physician will be the responsibility of the Contractor. At any point during the performance of this contract, the Government may delete the requirement that the Contractor provide pre-employment and annual medical exams and have the services provided by the Government. *If the Government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to the start-up cost including associated overhead, general and administrative costs and profit.*
- (e) Each Court Security Officer applicant must meet the health certification requirements listed in the *USM-229, Certificate of Medical Examination for Court Security Officers* form, Attachment 2(H), and the medical standards outlined below. No CSO employee must be allowed to perform services under the CSO program until this certificate has been submitted to and approved by the Judicial Protective Services Program. Failure to meet any one of the required medical and/or physical qualifications will disqualify any employee for appointment

or continuation under the contract. If a CSO fails to meet the medical and/or physical standards upon reexamination, the CSO must be relieved of duties until the problem is corrected or the employee is officially removed from the CSO Program. If relieved for medical reasons, the Government will not be liable to pay for hours unworked during illness. Contractor employees found to have a correctable condition may be eligible for reappointment when the disqualifying condition is satisfactorily corrected or eliminated. The Contractor must ensure that CSO employees comply with the USMS Medical Officer's request for follow-up or clarifying information regarding treatment measures. All requests from the USMS Medical Officer for additional information must be responded to within thirty days from the date of the request, unless a specific written extension is authorized by Judicial Protective Services. Failure to provide the requested information to the USMS Medical Officer could result in a determination of medical disqualification.

- (1) Vision - Corrected distant visual acuity must be 20/30 or better, as measured with both eyes viewing (binocular). Corrected distant visual acuity must be 20/125 or better in the worst eye. Ability to distinguish basic colors, as well as, shades of color is required. Normal peripheral vision is required.
- (2) Hearing - Using an audiometer for measurement, testing each ear separately, there should be no loss greater than 30 decibels at 500, 1000, 2000, 3000 and 4000 Hz, no loss greater than 40 decibels at 3000 Hz, and no loss greater than 50 decibels at 4000 Hz. The use of a hearing aid is permitted. However, additional testing will be required to determine if the standards can be met.
- (3) Cardiovascular System - Any condition which significantly interferes with heart function may be disqualifying. Examples of conditions which may be disqualifying are hypertension with repeated readings which exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.
- (4) Respiratory System - Any condition which significantly interferes with breathing capacity may be disqualifying.
- (5) Gastrointestinal System - Any disease or condition that requires rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
- (7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.
- (8) Nervous System - Dysfunction of the central and peripheral nervous system which significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
- (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
- (10) Speech - Permanent and significant conditions which results in indistinct speech may be disqualifying.
- (11) Extremity's & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
- (12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties may be disqualifying.

### **C-9 PHYSICAL STANDARDS**

- (a) Physical Demands - The work requires frequent and prolonged walking, standing, running, sitting, and stooping. A CSO may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (i.e., mental, climatic) is a basic requirement of this position. Any individual who cannot meet the physical requirements of the position will not be qualified to work under this contract.
- (b) Physical Fitness - The Contractor must encourage its employees under this contract to maintain a fitness program. Physical well-being will assure that all CSO employees are able to tolerate the stress level associated with the CSO position and physically fit for emergencies.

**C-10 WEAPONS PROFICIENCY STANDARDS**

- (a) The Contractor must test each CSO annually to determine weapons-handling proficiency. An individual is deemed ineligible to serve as a CSO unless they successfully pass the appropriate weapons proficiency test. The actual test taken by an individual CSO must be determined by the type of government-furnished weapon issued, i.e., revolvers or semiautomatics. Upon successful completion of the test, the Contractor must submit all weapon's proficiency certifications, USM Form 333, *Weapons Qualification and Familiarization Record*, Attachment 2(B), to the respective COTR and forward a copy to the Judicial Protective Services. The Contractor must not make arrangements for any individual to attend the CSO Orientation session unless they have successfully completed the weapon's handling proficiency test.
- (b) The Contractor must provide a one week notice to the COTR of the time and location of any tests to determine weapons handling proficiency. The Government may send a representative, to be designated by the U.S. Marshal, to observe the testing.
- (c) The testing must be conducted in accordance with the applicable weapons proficiency test (See the *Handgun Qualification Course of Fire for Court Security Officers (CSOs)* form, Attachment 2(C), when testing with revolvers and the *CSO Semi-Auto Handgun Qualification Course* form, Attachment 2(D), when testing with semi-automatics) using a weapon furnished by the Government.
- (d) Weapons will be transported to the range site by USMS personnel or by the Contractor. Contractor employees transporting Government furnished weapons to the range site must carry a copy of written authorization from the U.S. Marshal.
- (e) It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for weapons retesting on an annual basis. The Contractor must retest all CSO personnel by December 31 of each subsequent year and provide the results of the tests to the COTR.
- (f) The Contractor must remove any CSO who fails to meet the initial or annual weapons qualification testing standards. Within seven calendar days after the initial testing date, the Contractor must allow the CSO to retest up to two attempts only. If the CSO fails the test during the two subsequent attempts, the Contractor must not permit the CSO to perform services under this contract.

**C-11 OTHER GENERAL STANDARDS**

In addition to the standards included in this contract, the Contractor must ensure that each CSO:

- (a) Have the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.
- (b) Have the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- (c) Have poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- (d) Have the ability to prepare clear and concise reports.
- (e) Have the ability to learn and adapt to changing situations.
- (f) Have the ability to accept and respond to instruction and direction.

**C-12 CSO DRESS STANDARDS**

- (a) General - The Contractor must furnish all CSO personnel with complete and proper uniform by December 31<sup>st</sup> for the period of performance. The Contractor must ensure that all CSOs are in like attire at all times when performing CSO duties. The CSO uniform consists of a navy blue blazer, grey slacks, white shirt, a navy blue necktie with red and white stripes, dark socks, and low-heeled, plain toed, black shoes or boots.
- (b) CSO Uniform:
  - (1) The Contractor may request a uniform change through the COTR to the Chief, Judicial Protective Services, for consideration and approval. The Contracting Officer may approve, in writing, uniform deviations.
  - (2) The Contractor is responsible for the purchase and replacement of uniforms for CSOs working under this contract. Each CSO, including those occupying shared positions, must have the following minimum number of uniform items at all times.

Item	Issue	Specifications
Short Sleeve Shirt or Blouse	3	White, plain or button down collar.
Long Sleeve Shirt or Blouse	3	White, plain or button down collar. (No French cuffs.)
Blazer	2	Navy blue 3-ply tropical blend, full-cut traditional, fully lined with fine rayon or polyester, taffeta reinforced shoulder pads. The style should include a single inset pocket on the left breast, two patch pockets with flaps, a center back vent, and a two-button front closure. Salient features include cut, color, and 3-ply fabric of 55% Dacron polyester and 45% worsted wool. The actual weight of the material will be determined by the climatic conditions where the CSO is providing services. Colder climates may necessitate a heavier fabric with more of a wool blend. Because of the wearing of the gun under the blazer, an additional patch of material under the jacket should be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional grey. Salient features include cut, color, and 3-ply fabric which is of 55% Dacron polyester and 45% worsted wool. Colder climates may necessitate a heavier fabric with more of a wool blend.
Necktie	2	Red, white, and blue, striped tie, or clip-on necktie. (Females may wear crossover ties.)
Shoes and/or Boots	1	Black, plain toed, low heeled shoes or boots. No high heels.
Socks	6	Dark color

- (3) Prior to performance under the contract, and annually thereafter, the Contractor must certify in writing, to the Contracting Officer, that each CSO has been furnished the above items of dress uniform. The Government will not compensate the start-up cost for a CSO until the CSO has been issued all of the above uniform items. In cases where a uniform was issued to a CSO under a previous contract award or option period, less than four months prior to the start date of the current contract, the Contractor will not be required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.

- (4) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs when necessary. The Contractor must use the same supplier for CSO uniforms in order to maintain uniformity of quality and appearance. If replacement of uniforms is required for currently active CSOs prior to their annual replacement date, the cost for replacement is the responsibility of the Contractor. At the completion of the contract, all uniforms must remain the property of the Government and disposition will be at the discretion of the COTR.

(c) Uniforms on Work Site:

- (1) The Government will issue CSOs a pocket identification and name tag to be worn while on duty. The pocket identification must be worn in the blazer breast pocket.
- (2) Long sleeve shirts or blouses will generally be worn commencing on October 1 and short sleeve shirts or blouses commencing May 1 of each year. Deviations in this requirement may be authorized by the COTR.
- (3) CSO uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.
- (4) CSOs may not remove jackets while on duty as this would expose their weapon. In tropical climates or in situations where extreme heat would cause a health problem if the jacket remained on, the Contractor may request a waiver of this requirement from the COTR.

(d) Supplement Items:

The Contractor must equip each CSO with supplementary items that are needed to perform their duties including, but not limited to, notebooks, pens, pencils, and log books. CSOs are not permitted to carry any unauthorized equipment such as chemical agents or concealed weapons.

(e) CSO Appearance:

- (1) Hair Length - The Contractor is responsible for assuring that CSOs maintain a neat appearance in accordance with standards set by the COTR.
- (2) Uniform - CSOs must be in complete uniform at all times while on duty. CSOs who are not in uniform may be relieved of duty and the Government will not be obligated to pay the Contractor during that period. CSOs who are out of uniform more than twice are subject to discipline by the Contractor and/or permanent removal from the CSO program. If a CSO is removed from duty for failure to be in uniform, the Contractor may be subject to liquidated damages.
- (3) Jewelry Restriction - The Contractor must ensure that all CSOs refrain from wearing any jewelry, except wrist watches, wedding/engagement and/or class rings. Any exceptions must be approved, in writing, on a case-by-case basis, by the COTR.

(f) Uniform Variations:

- (1) Certain post assignments may require CSOs to provide security coverage in areas exposed to cold drafts. In such cases, the Contractor may provide a V-neck navy blue vest or sweater to be worn under the basic uniform. The Contractor must prohibit CSOs from wearing patches or other decorative devices on the vest/sweater. Only those CSOs standing a post in an exposed area may be authorized this variation.
- (2) Outside posts may require heavy weight outer wear and rain wear. Such wear must be provided by the Contractor and must be provided to CSOs assigned to posts located in exposed weather conditions. Only those CSOs exposed to the weather elements will be authorized cold weather gear. Winter coats (jackets or parkas) must be "police duty" type and must be dark navy blue or black in color. Fur type collars are optional. These coats should have scurable side vents for easy access to the weapon.

- (3) Requests to provide sweaters, cold weather gear and rain wear must be made to the COTR. Written approval from the Contracting Officer is required prior to the Contractor obtaining outerwear or rainwear for a CSO.

### ***C-13 CSO PERFORMANCE STANDARDS***

(a) General:

The integrity of the U. S. Courts and the USMS is dependent upon the conduct of individual CSOs. A minimum standard of performance as stated in this contract is to provide guidance for CSOs in maintaining suitability to perform court security services within the Court Security Program.

(b) Responsibilities:

- (1) Each CSO must adhere to the standards of conduct set forth below.
- (2) The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and must ensure that all its employees adhere to the Standards of Conduct (set forth below) and meet all applicable health and fitness requirements. The Contractor must also be responsible for taking such disciplinary action as necessary when its employees fail to meet such contract standards or requirements. Failure to do so constitutes Contractor nonperformance.

(c) Standards of Conduct:

All personnel required to perform on this contract must comply with the following:

- (1) Be courteous and demonstrate good manners toward the judiciary, court employees, Government employees and the public.
- (2) Maintain a respectful and helpful attitude in all endeavors.
- (3) Maintain a neat, clean, and businesslike appearance and comply with CSO dress standards while on duty.

- (4) Report to work physically fit and mentally alert. Personnel feeling otherwise will make appropriate notification to the appropriate supervisor and request necessary relief or instructions.
- (5) Report any circumstances which may adversely affect performance on a particular assignment to their immediate supervisor, prior to the assignment.
- (6) If a Contractor employee should be detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation, they must report this to the appropriate supervisor, no later than the next working day. The designated supervisor must immediately report the incident to the COTR, and the Judicial Protective Services, Program Support Services Team.
- (7) Ensure that weapons are concealed from view when not in use. Weapons are not be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or members of the general public. Ensure that weapons are secured in a safe place to prevent theft, tampering, or misuse when not being carried.
- (8) Not engage in any discussion concerning Government matters, policies, grievances, or personalities and financial, personal or family matters with jury members, prisoners, witnesses, protected persons, family members, the public or any known associate of the above. Not entertain, socialize, or enter into business arrangements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons, or family members and friends of the above.
- (9) Not accept or solicit gifts, favors, or bribes in connection with official duties.
- (10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).
- (11) Not visit the duty site during non duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.

- (12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not gamble or unlawfully bet or promote gambling on Government owned or leased premises.
- (13) Not disclose any official information, except to the COTR, or other officials having a need to know, or make any news or press releases. Press inquiries must be brought to the attention of the COTR. This does not prohibit protected whistle blowing activities or protected union activities.
- (14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.
- (15) Comply with applicable laws while performing official duties.
- (16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.
- (17) Not discriminate against or sexually harass members of the public, the Judiciary, other employees or engage in any prohibited personnel practices.
- (18) Ensure that financial obligations are met.
- (19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.
- (20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others serving on behalf of the USMS.
- (21) Refrain from any activity which would adversely affect the reputation of the U.S. Courts, Department of Justice, or the USMS.
- (22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This does not apply to immediate family members so long as you have notified the U.S. Marshal and the Chief, Judicial Protective Services of their status.

- (23) Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants to excess or non-prescription drugs. Except in an official capacity, neither possess nor use illegal drugs. Abstain from the consumption or possession of alcoholic beverages while on duty. Do not report for duty or work under any condition which impairs the ability to perform as expected.
- (24) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers and Government employees.
- (25) Not operate a Government vehicle, or any other vehicle while on Government business, in an improper manner or under the influence of intoxicants or drugs.
- (26) Not misuse official authority, credentials, communications equipment, or weapon(s).
- (27) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
- (28) Report violations of prescribed rules, regulations and any violations of statute or law to appropriate supervisor and/or management officials.
- (29) Not violate security procedures or regulations.
- (30) Not close or desert any post prior to scheduled closure unless directed to do so or permission is received from the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.
- (31) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.
- (32) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.
- (33) Do not possess, use, lose, damage, or otherwise take Government property or the property of others without authorization of the COTR.

- (34) If assigned to conduct investigations or interviews, do so in an impartial, objective, and businesslike manner to insure fairness, both to the individual being investigated and to the USMS. When conducting investigations or interviews, employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.
- (35) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.
- (36) Conduct only official business on Government property.
- (37) Refrain from neglecting duties. This includes sleeping on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours, and refusing to render assistance or cooperate in upholding the integrity of the work site security.
- (38) Refrain from use of abusive or offensive language, quarreling, intimidation by words, actions, fighting and participation in disruptive activities which interfere with normal and efficient Government operations.
- (39) Respect the offices of judges and other court officers. CSOs must not disturb papers on desks, open desk drawers or cabinets, or use Government telephones and equipment, except as authorized.

#### ***C-14 ALTERNATE LOCATIONS AND SPECIAL ASSIGNMENTS/TEMPORARY DUTY***

- (a) Under the terms of this Contract, court security services may be required at temporary or alternate locations. The general duties required of the CSO will not change, only the location where duties are to be performed. Additionally, as authorized and approved by the COTR, CSOs may be required to travel with or drive judges, court personnel, attorneys, and jurors in Government owned vehicles.
- (b) When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with the Government Travel Regulations (GTR). The Contractor must complete and submit a *JMD/FS/FASSG, Travel Authorization/Advance* form, Section J, Attachment

3(G), to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor must submit a *Travel Voucher Summary* form, Section J, Attachment 3(E), as instructed in Section G of the contract.

- (c) Changing conditions within the court environment may require the addition or deletion of duties on a daily basis. Additionally, situations may arise that will require the Contractor to work overtime, if the COTR determines court security services are required beyond the normal working hours of the facility or court; however, a 40-hour work week must be completed prior to paying overtime rates. Orders for overtime may only be placed and approved by the COTR. The Contractor must be responsible for providing such services when notified by the COTR. During these extended periods of service, the Contractor must also be responsible for any supervision or direction of the employee in the normal course of his security function. Any variations in duties will be conveyed to the Lead CSO.

#### **C-15 WORK RESTRICTIONS**

- (a) The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against its employee as may be necessary. CSOs are expected to adhere to standards of conduct that reflect credit on themselves, their employer, the USMS, and the Government, as stated in Section C-13, *CSO Performance Standards*. The Government may direct the Contractor to remove an employee from the work site for failure to comply with the performance standards and the Contractor must initiate immediate action to replace that employee to maintain continuity of services at no additional cost to the Government.
- (b) Except when the CSO is required to work overtime by the COTR, Contractor personnel must not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty,
- (c) Contractor personnel must not consume alcoholic substances on duty or a minimum of eight hours prior to reporting for duty.
- (d) Any CSO assigned to perform services under this contract must not consume any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. The Contractor must insure that

CSOs taking any medication are capable of performing the requirements of the statement of work.

- (e) No CSO is authorized to leave their station during their shift except when the CSO is authorized to take breaks or lunch. Each CSO position will be allowed a 15-minute morning "break", a 15-minute afternoon "break", and a 30-minute lunch. When only one CSO is assigned to a given facility, and lunch/breaks are authorized as specified in this contract, the Government will assume the duties of the position (when the CSO is on an authorized break or lunch) at no expense to the Contractor. Under conditions where more than one CSO is assigned to a given facility, it is the responsibility of the Contractor to coordinate a schedule for CSOs so that security levels are maintained during break/lunch periods.

#### ***C-16 UNFORESEEN GOVERNMENT CLOSURES***

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, natural disasters, epidemics, quarantine restrictions, inclement weather, administrative closures, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay nor should the Contractor bill for unworked hours.

#### ***C-17 ADDITIONAL SECURITY COVERAGE***

- (a) *Special Assignments/Temporary Duty* - There may be special circumstances such as high-threat trials that require special assignment or temporary duty. The Government may request the Contractor to temporarily expand security coverage while continuing to maintain full coverage for all authorized positions. The COTR will direct the Contractor to either increase the time worked by shared position personnel, have full time CSOs work overtime, or transfer CSOs from different districts within the contract area, whichever is least costly to the Government while preserving the maximum level of security. If CSOs are transferred, the receiving location will utilize additional personnel for only the time required to complete the security for the trial or the special circumstances requiring temporary duty assignment of CSOs.
- (b) The Contractor must be notified by the Contracting Officer in writing, of the need for special assignments or temporary duty. Coordination efforts for temporary

duty. Coordination efforts for temporary duty assignments will be the responsibility of the COTR. Travel requirements will be compensated according to Federal Travel regulations.

- (c) If there is a difference between the applicable wage of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate will prevail and the Contractor must pay the higher rate to the CSO. If there is a difference between the established contract hourly rates in effect at the two locations in question, the Contractor shall be paid the higher of the two rates by the receiving district (i.e., the district to be invoiced for the temporary duty).

### **C-18 EMERGENCIES**

In case of an emergency, the U.S. Marshal shall have the right to direct the activities of the CSOs in order to respond to the emergency. Emergencies include, but are not limited to, a directive from a federal judge, bomb threats, natural disasters, or imminent personal danger to a judge, juror, witness, attorney, or other court personnel. Under no circumstances may a CSO refuse to cooperate with such directives when the U.S. Marshal determines that an emergency situation exists. The Lead CSO and the COTR will be notified of an emergency situation and must document such incidents to their files and make a record of it in the Daily Log as soon as practicable.

### **C-19 OVERTIME AND HOLIDAYS**

#### **(a) Overtime**

- (1) When court proceedings or other court functions exceed normal hours, the Contractor may be required by the COTR with approval of the Contracting Officer to work additional hours. In such cases, the COTR may request either orally or in writing that the Contractor provide overtime.
- (2) In the event additional hours of court security services are required on a weekend or after the normal eight-hour work day, the overtime rate is not applied unless the particular CSO assigned has worked a 40-hour work week. Otherwise, the Basic Rate will be applied. In no event will the Government be liable for overtime other than the following:
  - (i) the Government directs a variation in a schedule and the direction results in overtime usage; or

- (ii) the Government schedules shifts such that the total authorized positions (including using all shared positions full-time) are inadequate to provide coverage.
  - (3) The Government will not reimburse nor is the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.
  - (4) The Government will not reimburse nor is the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations or any CSO related training.
- (b) Holiday Coverage - Any services provided by a CSO on a holiday, as recognized by the applicable *Department of Labor* wage determination, will be paid at the basic hourly rate.

#### **C-20 CHANGING THE NUMBER OF AUTHORIZED CSOs**

- (a) The Government may increase or decrease the level of security by increasing or decreasing the number of CSOs and locations currently allocated to the contract. Accordingly, the Government may increase the number of CSOs at any location set forth in Section B of the Contract at the current hourly rate specified for that location or at a new location within the same USMS district.
- (b) Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any district, unless agreed otherwise by the Contractor and the Government.

#### **C-21 CONTRACTOR CONTINUING RESPONSIBILITY TO PROVIDE SUITABLE CSOs**

- (a) The Contractor must staff 100 percent of the CSO positions required for each district by commencement of contract performance.
- (b) The Contractor must take all necessary steps to assure that CSOs who are initially selected for assignment to the contract are professionally and personally reliable, of reputable background and sound character, and meet the training and experience requirements stipulated in the contract. The Contractor must have the

continuing responsibility to assure that all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to conduct, work performance, and medical requirements. The fact that the Government performs background investigations will not in any manner relieve the Contractor of its responsibility to assure that all CSOs remain reliable and of reputable background and sound character. The Contractor's failure to meet the criteria noted or any requirements of the Contract relating to a CSO's suitability, may constitute nonperformance. The Contractor may also be subject to charges for liquidated damages or default. The Contractor must immediately notify the COTR and the Contracting Officer of any known or suspected violations.

- (c) In the event of a strike or other emergency situation that impedes continuous contract service, the Government may expedite background investigative procedures; however, it will not waive CSO minimum qualification requirements.
- (d) The Contracting Officer will notify the Contractor, in writing, regarding Contractor nonperformance due to unsuitability or any other deficiency of a CSO.

## **C-22 AUTHORITY AND JURISDICTION**

- (a) In order to fully carry out the judicial security services required, the Government will provide CSOs, and other Contractor personnel as deemed necessary, with special, limited deputation through the local U.S. Marshal. This special deputation will be limited to the extent that it applies only while the CSO is at the federal work site, during their actual shift and while performing contract duties. A copy of the Special Deputation will be kept with the CSO at all times while in a duty status. The CSO will be held personally responsible for any misrepresentation or misuse of authority associated with the CSO's special deputation. Misuse will be considered a sufficient basis for removal in accordance with Section H-3, *Removal of CSOs and Other Contractor Personnel*.
- (b) The CSO may also be authorized under this special deputation by the U.S. Marshal to carry and/or transport Government issued firearms, and other equipment. The CSO must carry a copy of the special deputation and a written authorization signed by the U.S. Marshal of the District. The use or display of weapons or any other Government issued property is restricted to assigned duty hours and duty locations.

**C-23 ORIENTATION/TRAINING**(a) *In-District Orientation (Phase I)*

New CSOs must satisfactorily complete the In-District Training Program, CSO Resource Training Guide, prior to assuming CSO duties. After a CSO completes In-District Training, the Contractor must forward the *In-District Training Certification* form, Attachment 2(M), to the Judicial Protective Services, Personnel Support Services Team and provide a legible copy to the COTR.

(b) *CSO Orientation (Phase II)*

- (1) The CSO must attend Phase II of the CSO Orientation provided by the USMS at a location designated by the USMS. The Phase II Orientation sessions are generally 2-3 days in length.
- (2) The Contractor will be notified in writing by Judicial Protective Services when Phase II Orientation Sessions will be held. After notification, the Contractor must make all necessary travel arrangements for their personnel to attend Orientation as scheduled. The Government will not make travel arrangements for Contractor personnel unless it is determined to be beneficial to the Government. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and that necessary coordination is made.
- (3) When travel is required for Phase II Orientation, the Government will reimburse the Contractor, for each CSO, the established per diem rate and their normal compensation, including eight hours at the Basic Rate for each day the CSO attends Orientation. The Contractor is only entitled to reimbursement of the Basic Rate and must only bill the Basic Rate for costs associated with Phase II Orientation and any other training required and provided by the Government.
- (4) The Contractor must prohibit visitors, including spouses, from accompanying their personnel to CSO Orientation sessions.

**C-24 CONTRACTOR PERSONNEL APPLICATIONS**

When submitting applications to the Judicial Protective Services, Personnel Support Services Team for a CSO position, the Contractor must submit the following forms:

- 1 USMS 234, "Personnel Qualifications Statement"
- 2 FD 258, "FBI Fingerprint Card"
- 3 Contractor's Preliminary Background Check Form
- 4 Form USM-229, "Certificate of Medical Examination for Court Security Officers"
- 5 Performance Standard Certificate
- 6 Military Discharge Certificate, Department Defense DD214
- 7 Law Enforcement Certificate
- 8 New and Replacement CSO Transmittal Sheet, CSO Form 010.
- 9 Certificate of Compliance with the Lautenberg Amendment, Title 18, Section 922(g)(9) of the United States Code.

## **C-25 BACKGROUND INVESTIGATIONS**

### **(a) Contractor's Responsibility**

- (1) The Contractor must conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Personnel applications requirements and responsibility for costs (initial and replacement) incurred are the same as other applicants/replacements. The Contractor must ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-6, *CSO Qualification Standards*. The Contractor must provide and certify to the information requested on the *Contractor's Preliminary Background Check* form, Attachment 2(L). This form is to be submitted as part of an employment package for CSO applicants and all other Contractor personnel required to undergo a background check.
- (2) The Contractor must ensure that all CSO applicants and other Contractor personnel working on this contract complete the USMS 234, *Personnel Qualification Statement* form, Attachment 2(A), and sign a release statement which will permit the USMS to obtain medical information during the background investigation proceeding. The USMS 234 Form must include all required data to ensure the timely completion of the Government's background investigation.

- (3) The Contractor must ensure that no Contractor employee commences performance as a CSO prior to completion of the background investigation unless approval is granted by the Chief, Judicial Protective Services.
  - (4) The Contractor must be responsible for the cost of background investigations for replacement CSOs unless the Government is paying for turnover in accordance with Section C-30, *Turnover*.
  - (5) Any CSO who has been temporarily removed or resigned from the CSO program may be required to undergo another background investigation before resuming a CSO position. At the discretion of the Chief, Judicial Protective Services, the Contractor must forward the required forms for a reinvestigation to the Judicial Protective Services Program, Personnel Support Services Team. Prior to forwarding the forms, the Contractor is responsible for reviewing the forms for completeness. The forms should be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee or CSO.
- (b) Government's Responsibility
- (1) The Government will conduct a background investigation on all CSO applicants. Derogatory information developed from this investigation may be considered justification to reject the applicant. The Government may reinvestigate all Contractor personnel working on this contract for any reason.
  - (2) Upon completion of the background investigation, the Judicial Protective Services Office will review the results to determine suitability for the individual. Primary concern in the review process is to decide if the CSO's presence in the court system poses a potential risk to the U.S. Courts, the Government, or the general public. The Chief, Judicial Protective Services may also authorize a CSO applicant who is currently working or has worked as a law enforcement officer within thirty days from applying for the position to start immediately. However, such authorization must be approved in writing by the Chief, Judicial Protective Services.
  - (3) The Government may conduct a background investigation on any of the contractor's corporate officers or any other employees or subcontractors as determined necessary by the Government. Information to be provided by the contractor will include, but is not limited to, the employee's name, date of birth, and social security number.

**C-26 GOVERNMENT FURNISHED PROPERTY**

- (a) The Government will furnish the following items to the Contractor for each Lead CSO and CSO:

- 1 Radio\*
- 2 Weapon(s)\*\*
- 3 Oleoresin Capsicum (OC) Spray (Optional) \*\*
- 4 Ammunition (Including ammunition for qualification)
- 5 Holster (belt type)
- 6 Magazine or Cartridge Case
- 7 Handcuffs
- 8 Handcuff Case
- 9 Pocket Identification Badges
- 10 Name Tags
- 11 Supplemental Radio Equipment
  - a Charger
  - b Batteries
  - c Carrying Case/Belt Clip
  - d Earphone

\* The frequency and quantity of the radios for each facility will be decided by the USMS.

\*\* All CSOs will be armed with a government-issued weapon only. Use of *personal* weapons to include OC Spray is prohibited.

The Contractor must maintain a complete and accurate inventory of these items at all times. Within thirty days of each contract period, the Contractor personnel must inventory these items in its entirety and provide the inventory report to the COTR. These items must be cared for in accordance with FAR Part 45 and stored at the location designated by the Government. The Contractor must bear the cost of replacing any lost or stolen equipment.

- (b) The annual CSO equipment inventory must provide the following information:

- (1) The location (district and site) of the inventory;
- (2) The identification of the equipment, i.e., weapon, revolver, caliber, barrel length.

- (3) The serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued. Items without serial numbers may be listed in total numbers; i.e., Holster, right-handed, 4 inch: 15 pieces. Handcuffs, although serialized, do not have to be listed as separate items.
- (c) The Contractor is responsible for ensuring that all CSOs return these items to their place of storage at the completion of the CSO's shift. In the case of radios, which are shared by CSOs, the COTR will provide for a system of accountability (i.e., log entries, hand receipts). Under no circumstances is a CSO to take any of the items from the duty station, unless specifically authorized to do so, in writing, by the local U.S. Marshal. Any CSO who violates this provision must be reported to the Contractor and may be subject to immediate removal from duty, disciplinary action, and possible removal from the CSO program. This action is in addition to any other remedies available to the Government, including but not limited to the penalties for theft of Government property.
- (d) CSOs are also required to use other Government equipment, including walk-through and hand-held metal detectors, x-ray machines, and closed-circuit television (CCTV) monitoring equipment. The Government will provide instructions on the proper use of the equipment. The Contractor is responsible for promptly notifying the COTR when such equipment is malfunctioning. Any equipment which is misused or abused by CSOs must be reported by the COTR or his designated representative to the Contractor. The Contracting Officer must be notified of the repair or replacement cost and the cost will be deducted from the Contractor's invoice.
- (e) CSOs must use Government furnished equipment and may not substitute personal property or contractor property in its place without authorization by the Chief, Judicial Protective Services Program.

#### **C-27 OLEORESIN CAPSICUM SPRAY**

- (a) The United States Marshal (USM) may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the USM, the Contractor must ensure that the CSO successfully completes the training requirements developed by the United States Marshals Training Academy and use the device in accordance with the United States

Marshals Service's policies and procedures and the *USMS Policy Directive Number 99-09, Non-Lethal Devices*, which is incorporated in Section J as Attachment 4(B).

The CSO must also be tested and certified annually. It is the responsibility of the Contractor, acting in coordination with U.S. Marshal to schedule each CSO for each annual certification. Re-certification should occur within 60 days prior to the anniversary of the original test. The Contractor must not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the necessary training.

- (b) Training and certification will be conducted by a certified Deputy United States Marshal in accordance with the United States Marshal Service, Judicial Security Division Program Directive, Number Seven, Attachment 4(B).
- (c) The Contractor must ensure the CSO(s) carry the OC Spray device only during their official duty hours. In addition, the Contractor must ensure that the CSO(s) routinely conceal the OC Spray device from the public and refrain from inspecting and handling the OC Spray device in view of the public.

#### **C-28 CONTRACTOR FURNISHED PERSONNEL IDENTIFICATION CARDS**

- (a) The Contractor must provide company identification cards to all persons performing CSO functions within forty-five days after commencement of the contract. The Contractor must also provide new CSO personnel identification cards within forty-five days after their start date. The identification card must include a photograph of the employee and provide at a minimum, the description of the person's height, weight, date of birth, and gender.
- (b) The identification card should be wallet size, approximately 2" x 3 1/4" similar to a driver's license. The identification card must also bear the company's logo.
- (c) The Contractor's personnel must carry the company's identification card at all times while in a duty status.
- (d) Contractor personnel must not represent themselves as USMS employees. The use of USMS and Department of Justice's badges, seals, or logos, and titles such as *Special Deputy United States Marshal*, is prohibited and must not be used on materials used by the Contractor or its personnel, including company letterheads and business cards.

**C-29 MANDATORY CSO REPORTS**(a) CSO Reports:

The Contractor's CSOs must prepare required reports on a daily basis, or as directed by the COTR, concerning accidents, fire, bombs and bomb threats, unusual incidents or unlawful acts and submit them to the COTR.

(b) Daily Activity Log:

The designated CSO supervisor or the Lead CSO of each facility where CSOs perform duties must maintain a daily activity log of all CSO related activities, incidents, testing of alarms and emergency lighting systems, and make the log available for Government inspection at all times.

(c) CSO Incident Form:

- (1) All incidents involving CSOs must be reported on a CSO Incident Form. The report must be provided to the COTR of the district with a copy to the, Judicial Protective Services Program, Program Support Services Team.
- (2) The Contractor must submit to the COTR on a monthly basis a consolidated summary of the Incident Report Form for each District. The report is required by the tenth working day of each month. Copies of the *CSO Incident Report Form*, Attachment 3(J), must accompany the consolidated summary report. This report must provide statistical information on the number of weapons, contraband, and other items that are detected and/or confiscated by CSOs during the previous month. The report must also include incidents involving arrests or detainments; incidents in court and out of court by CSOs; and the number of hours and other expenditures by CSOs in support of the U.S. Courts.

(d) Daily Attendance Log:

- (1) All Site Supervisors, LCSOs, and CSOs must sign in when reporting for duty and sign out when leaving at the end of the workday. The COTR will maintain a daily attendance log in chronological order for each facility where CSOs provide services.
- (2) The COTR will designate a location for the daily attendance log.
- (3) This daily attendance log will show the date, time in, time out, names of each Site Supervisor, LCSO and CSO, signatures of each Site Supervisor, LCSO and CSO, and the actual man-hours worked by each. If any Contractor personnel are not present for any reason, an indication of why that individual is not present must be provided in the log.
- (4) The Lead CSO must be responsible for personally notifying the COTR or his designee of the status of CSOs assigned to the facility and of any unoccupied post, as well as actions taken for replacement.
- (5) The Contractor must provide a monthly report to verify that all duress alarms, control panels, and battery-operated emergency lighting checks were conducted. The Contractor must provide a written report to the COTR by the tenth of each month indicating the CSO's name, the date and time each tests were conducted, location of alarms, control panels or lighting, and their status when tested. The report must include any calls for repair of equipment, and the date repairs were made. The name and location of the person(s) contacted for the repair, and the date and time notified must also be included in the report.

(e) Monthly Activity Report

The Contractor must submit four copies of the monthly activity report which at a minimum will include the following: hours worked by site and by CSO, a summary of the work performed by the site supervisor, status of vacancies, turnover rate, status of weapons and medical qualifications. Other items may be included at the discretion of the USMS. The format and content of this report is listed on the USM-9/00 Court Security Officer Monthly Activity Report listed in Section J, Report Forms Attachment 3(K).

(f) *Reporting:*

The Contractor must adhere to all reporting requirements as stipulated in this contract. Unless stated otherwise, the Contractor must not deviate or substitute any required forms. However, deviations may be submitted for review and approval by the Chief, Judicial Protective Services Program.

**C-30 TURNOVER**

- (a) The Government will bear the cost of initial orientation, including travel, lodging, and a background investigation, for all CSO positions required under this contract, including subsequent enhancements.
- (b) The Contractor must take measures to reduce the possibility of CSO turnover. The Government will only bear the costs of a replacement or the costs set forth in paragraph (a) if the former CSO:
- (1) had been employed, by the current Contractor, as a CSO continuously, for a minimum of 18 months in the same circuit;
  - (2) was terminated as a result of findings in the background investigation, which the Contractor would not have had access to during their pre-employment verification. The Judicial Protective Services Office will investigate and determine if the information was readily available to the Contractor prior to the background investigation;
  - (3) had developed a condition or illness which cannot be treated to allow the CSO to return to his/her position in a reasonable time frame (less than three months). This condition must have occurred after employment and had not been detected during the CSOs last physical (i.e., hearing loss, cancer, ulcers, strokes); or
  - (4) died.

Otherwise, the Contractor must bear the costs of all replacements.

- (c) The Contractor must submit a new personnel application package within 14 calendar days for any vacancy of an existing CSO position. Liquidated damages in

accordance with the FAR Clause 52.211-11 (SEP 2000), which is cited in Section F, may be assessed if the Contractor fails to meet the 14-day requirement.

### ***C-31 TEMPORARILY FILL VACANCIES OF CSOs CALLED TO ACTIVE MILITARY DUTY***

To temporarily fill vacancies of CSOs called to Active Military Duty due to a National Emergency, the Contractor must observe these guidelines and take the following actions to temporarily fill the vacancies:

- (a) CSOs summoned to active duty will have their positions held open for a period of five years. The five-year period will be determined from the actual reporting date of the issued military orders. CSOs falling into this category will be placed on extended Military Reserve Leave due to a national emergency.
- (b) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days will be filled on a temporary basis. The temporary CSO position will not permanently increase the number of allocated CSO positions for any facility.
- (c) The Contractor must submit a request via CSO Application to fill a temporary vacancy created by a CSO summoned to active military active duty due to a national emergency. The Government reserves the right to determine the declaration of a national emergency. Applications submitted to temporarily fill a CSO vacancy created as a result of a CSO being summoned to active military duty, must include a copy of the CSO's military order calling him/her to active military duty. A specially designed transmittal form to reflect the person called to active military duty and a person temporarily filling the created vacancy must be used, Section J, Temporary Replacement Due to Active Military Duty Transmittal Sheet and Entry on Duty Temporary Replacement for Active Military CSOs.
- (d) Start-up costs associated with the filling of a temporary CSO position under a national emergency will be paid as follows: if the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs. If less than 18 months, the Contractor is responsible for the start-up costs.
- (e) CSOs serving less than a year of active duty will not be required to have a new background investigation, but will be subjected to a security check via law enforcement databases. A CSO serving more than a year on active military

service due to a national emergency will be subjected to a full background investigation.

CSOs intending to return to their position must notify the Contractor in sufficient time to provide notification to the United States Marshals Service 60 days prior to the actual return of his/her original place of duty. If for some reason a CSO does not intend to return to the vacant position, he/she must notify the Contractor. However, the Contractor can request that the temporary CSO become a permanent replacement. The Contractor must complete the "Temporary Replacement Due To Active Military Duty" forms, (Section J, Attachment 2(J) requesting that the CSO occupying a temporary position (under the terms noted in this paragraph), be made a permanent replacement for the position vacated by a CSO called to active military duty.

- (f) All CSOs, whether temporarily occupying a vacated position, or a CSO who intends to re-occupy his/her position must meet all the minimum CSO qualifications, as specified in the contract.
- (g) If the Contractor changes during the five-year time period, the CSO who vacated his/her position will be accorded all rights associated with an incumbent CSO occupying a position at the time of new contract award.