PART I – SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES / COSTS

B.1 DESCRIPTION OF SERVICES

The United States Marshals Service (USMS) requires a Contractor to furnish non-commercial armed security guard services defined in the design Statement of Work (SOW) and contract exhibits, as Court Security Officer (CSO) and related services for three (3) Federal Judicial Circuits (Circuit). In furnishing these services the Contractor shall provide all necessary management, supervision, manpower, materials, supplies, and equipment (except as otherwise provided). The Contractor shall also plan, schedule, coordinate, and assure effective performance of the CSO Services SOW and compliance with the terms and conditions stated herein.

B.2 PLACE OF PERFORMANCE

- 11th Circuit – Alabama, Florida (with the exception of the Northern District of Florida which has been set-aside for small businesses), Georgia

B.3 PERIOD OF PERFORMANCE

The period of performance is five years, which includes a base period and four one year option periods as follows:

Base Period	February 1, 2015 through September 30, 2015
Option Period 1	October 1, 2015 through September 30, 2016
Option Period 2	October 1, 2016 through September 30, 2017
Option Period 3	October 1, 2017 through September 30, 2018
Option Period 4	October 1, 2018 through September 30, 2019

B.4 CONTRACT TYPE

This is an indefinite-delivery indefinite quantity (I/D/IQ) time-and-materials/labor hour contract for the services specified. Incidental commercial supplies are firm-fixed priced. CSO reimbursable travel is subject to the Federal Travel Regulations (FTR).

The Contractor shall furnish supplies and services as ordered through Government issuance of delivery or task orders. Each task order issued under this contract will be issued for the actual known service requirements at that time of issuance and will set forth an estimated total price, a ceiling price, in the task order Schedule.
See Section I Clause FAR 52.216-18 ORDERING (OCT 1995).

B.5 SCHEDULE B PRICING SCHEDULES

The Schedule B Pricing Schedules for the Circuit including each facility located in the Districts requiring support are attached in Section J.1(D) and J.1(E). The positions are estimates for planning purposes only. The requirements (for CSOs, LCSOs and DS) to be furnished under the incorporated Pricing Schedules are determined by task orders issued against this contract. The task order's requirements may be higher or lower than the estimates for positions cited in Section J.1(D).

B.6 ESTIMATED QUANTITIES

The Government has the right to unilaterally add, decrease, cancel, or modify services stated in each task order issued at the established prices, provided the change is within scope of the contract and the associated task order; and the change does not cause the Government to fail to order the guaranteed minimum number of hours under the contract.

B.7 CONTRACT LINE ITEM NUMBERS (CLINs)

The pricing for services required under this contract have been divided into six Contract Line Item Numbers (CLINs) as defined below and will be invoiced in accordance with Section G.7 *Invoice Requirements*.

CLIN # 1 - Basic Rate (Labor Hour) – The Basic Hourly rate is subject to the Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) and is paid at the prevailing rate and fringe benefits. The basic rate, as defined under a time-and-materials labor-hour contract is defined as a fixed hourly rate that includes wages, other direct costs, indirect costs, and profit. Other direct costs, indirect costs, and profit are not subject to a price adjustment.

All court security services performed by the LCSOs and CSOs, including shift differential but excluding overtime, is billable at the Basic Rate. Medical examinations, periodic background reinvestigations, and weapons training and qualifications are allowed two (2) Basic Rate hours each and are billable at the basic rates. These allowable hours are part of the 1966 total estimated number of hours.

All training hours (See Statement of Work C.12, *Training and Qualification Requirements)* are allowed and covered as part of the 1966 total estimated number of hours and as such are billable at the Basic Rate. Training hours include, but are not limited to:

- 8 hour In-District Phase I Orientation
- 32 hours Phase I OJT
- 40 hour Phase II Orientation
- 40 hours Phase II OJT
- 16 hour Annual Training

The Government will not reimburse the Contractor for overtime hours associated with medical examinations, reinvestigations, or training and qualifications.

CLIN # 2 - Start-up Cost (Firm Fixed-Price) – Start-up cost(s) includes ***all*** yearly Contractor expenditures for CSO and LCSO uniforms, weapon qualifications and training, and the annual medical examinations (The Government does not reimburse the vendor for supplemental visits) required to demonstrate that the individual meets the minimum medical standards required under the contract (see *H.13 Liability for Start-up Costs*).

Under this contract Start-up costs are considered to be incidental commercial services and supplies and as such are priced as firm fixed-priced items and are not subject to an annual price adjustment under Fair Labor Standards Act and Service Contract Act. The Government will only pay start-up cost for each CSO and LCSO after the supply/service shown on the invoice has been received and accepted by the Government (See Section G.7(f), Invoice Requirements). These start-up costs are applicable when:

(a) The CO enhances (i.e., increases) the number of positions;

(b) The Contractor is required to hire a replacement pursuant to one of the conditions stated in the Statement of Work C.7, *Turnover;* or

(c) Annually for all incumbent LCSOs and CSOs with the following exception. At the beginning of a new contract, for CSOs or LCSOs who have started work less than four (4) months prior to the start of the new contract performance, these requirements are waived and the new Contractor is not entitled to the start-up cost.

CLIN # 3 - Overtime Rate (Labor Hour) – Overtime rates are subject to an annual price adjustment under the Fair Labor Standards Act and Service Contract Act and is defined as a fixed rate (see CLIN #1). The Government will pay overtime for the LCSO or the CSO when directed by the Contracting Officer's Representative (COR) and with the approval of the Contracting Officer to work more than a 40-hour work week or in accordance with the terms of the Contractor's Collective Bargaining Agreement (See Section C.23, *Overtime and Holiday Performance*.) The Government is only liable to pay for these services when the Government requests a variation in the schedule and the request results in overtime usage. For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday. See Section G.7(c) Invoice Requirements.

CLIN # 4 – CSO Reimbursable Travel – All CSO travel, including travel for training, shall be submitted in accordance with *Federal Travel Regulations (FTR)* and the terms and conditions of the contract. Refer to www.gsa.gov for updated travel regulation information and Section G.7(d) *Invoice Requirements*

CLIN # 5 – CSO Soft Body Armor Kit (Firm Fixed-Price) – See Section J, Attachment 4(D). Soft Body Armor shall be provided by the Contractor in accordance with the Section C, SOW. The Soft Body Armor Kit shall be invoiced under a separate CLIN # 5 in accordance with Section G.7(e) Invoice Requirements.

Under this contract the Soft Body Armor Kit is considered to be an incidental commercial supply and as such is a firm fixed-priced and is not subject to an annual price adjustment under Fair Labor Standards Act and Service Contract Act.

This CLIN is billable when:

(a) The CO enhances (i.e., increases) the number of positions;

(b) The Contractor is required to hire a replacement pursuant to one of the conditions stated in the Statement of Work C.7, *Turnover;* or

(c) At the end of the soft body armor kit's warranty (five years) for all incumbent LCSOs and CSOs.

CLIN # 6 – SSO Uniform Standard (Firm Fixed-Price) – See Section J, Attachment 4(E). The SSO Uniform Standard shall be provided by the Contractor in accordance with Section J.4(E) and only as authorized and procured under a task order. CSOs and the CM and DS are not authorized to wear such uniforms.

The SSO Uniform Standard shall be invoiced under a separate CLIN #6(a) and CLIN #6(b) in accordance with Section G-7(e) *Invoice Requirements*.

Under this contract the SSO Uniform Standard is considered to be an incidental commercial supply and as such is firm fixed-priced and is not subject to an annual price adjustment under Fair Labor Standards Act and Service Contract Act.

This CLIN is billable when:

(a) The CO enhances (i.e., increases) the number of positions;

(b) The Contractor is required to hire a replacement pursuant to one of the conditions stated in the Statement of Work C.7, *Turnover;* or

(c) Annually for all incumbent SSOs.

B.8 DESIGNATED ORDERING INDIVIDUALS AND ACTIVITIES

All orders placed under this contract will be made by Government appointed Contracting Officer(s) (CO) authorized by the USMS or under reimbursable or interagency agreements. These include, but not are limited to:

- USMS CO appointed to the Judicial Security Division/Office of Security Contracts;
- USMS CO appointed to the Financial Services Division/Office of Procurement;
- Interagency Acquisition Agreements as authorized under agreements identified in Section J, Attachment 5(A).

The appointed CO will ensure that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met.

COs appointed under reimbursable or interagency agreements will ensure all services ordered fully comply with the terms and conditions of this contract and the reimbursable or interagency agreement. When a dispute with the Contractor arises from or is related to this contract, the matter shall be referred to the USMS CO for resolution.

Multiple awards have been made at the Circuit level under full and open competition and no further competition of orders is required. Each task order issued shall as a minimum include:

- Date of order;
- Contract number and order number;
- Contract Line Item Number (CLIN), description, quantity, and unit price;
- Delivery or performance schedule;
- Place of delivery or performance;
- Any packaging, packing, and shipping instructions;
- Accounting and appropriation data; and
- Method of payment.