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**SECTION F—DELIVERIES OR PERFORMANCE**
**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.acquisition.gov](http://www.acquisition.gov)

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>
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.

Legend of abbreviations:

OCS Office of Court Security  
 CO Contracting Officer  
 COR Contracting Officer’s Representative  
 OFM Office of Financial Management  
 AOUSC Administrative Office of the U. S. Courts  
 PSB Personnel Security Branch – USMS

	<b>Title of Mandatory Reports, Forms, and Data</b>	<b>Refer To:</b>	<b>Submit To:</b>	<b>Due Date</b>	<b>Requirement</b>
1.	CSO Qualifications	C.4	OCS/CO	With proposal W/in 30 calendar days of contract award as requested	Written SOP describes multi-faceted selection process that filters potential applicants.
2.	CSO Package Initial	C.6	OCS	30 calendar days after CSO position has been vacated or authorized by the Government <sup>1</sup>	Submit with each CSO Application Package
2a	CSO 234 Personal Qualifications Statement (CSO)	C.6	OCS	As Required	Submit with each CSO Application Package
2b	FBI Fingerprint Card, FD 258	C.6	OCS	As Required	Submit with each CSO Application Package
2c	Court Security Officer Contractor’s Background Check Form, CSO Form 005	C.6	OCS	As Required	Submit with each CSO Application Package
2d	Certificate of Medical Examination for Court Security Officers, CSO-229	C.5 C.9	Federal Occupational Health (FOH)	30 calendar days after CSO position has been vacated or authorized by the Government	Submit with each CSO Application Package. 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
2e	Military Discharge Certificate, Department of Defense (DD) 214	C.6	OCS	As Required	Submit with each CSO Application Package
2f	Photocopy of the Applicant’s Official Law Enforcement Training	C.6	OCS	As Required	Submit with each CSO Application Package
2g	Contractor’s Court Security Officer Staffing Notification, CSO Form 001	C.6	OCS/PSB	As Required	Submit this form for various contract staffing actions.

2h	Certificate of Compliance, The Lautenburg Amendment, Title 18, Section 922(G)(9) of the US Code. CSO Form 007	C.6	OCS	As Required	Submit with each CSO Application Package
2i	Acknowledgement of Conditions of CSO Eligibility, CSO Form 004	C.6	OCS	As Required	Submit with each CSO Application Package
2j	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	C.6	OCS	As Required	Submit with each CSO Application Package
2k	Questionnaire for Public Trust Positions, Form SF-85P	C.6	OCS	As Required	Submit with each CSO Application Package
3.	<u>Contract Manager (CM) and District Supervisor (DS) Package</u>	C.6	OCS	30 calendar days after CSO position has been vacated or authorized by the Government <sup>2</sup>	Submit with each CM and DS Application Package
3a	FBI Fingerprint Card	C.6	OCS	As Required	Submit with each CM and DS Application Package
3b	Military Discharge Certificate, Department of Defense (DD) 214	C.6	OCS	As Required	Submit with each CM and DS Application Package
3c	Contractor's Court Security Officer Staffing Notification, CSO Form 001	C.6 C.6	OCS/PSB	As Required	Submit this form for various contract staffing actions.
3d	Questionnaire for Public Trust Positions, Form SF-85P	C.6	OCS	As Required	Submit with each CM and DS Application Package
3e	Copy of Current Resume	C.6	OCS	As Required	Submit with each CM and DS Application Package
3f	Copy of College Transcripts (required for Contract Mgrs.)	C.6	OCS	As Required	Submit with each CM and DS Application Package
4.	<u>Annual Medical</u>	C.9	*****	*****	*****
4a	Court Security Officer Contractor's Request to Reevaluate An Individual's Medical Qualification, CSO Form 012	C.9	OCS	As required	Submit when a CSO desires to return to contract performance after an extensive or medical absence.
5.	<u>Authorization to Perform</u>	C.11	*****	*****	*****
5a	Notification of a Court Security Officer's Official Performance Date, CSO Form 009, to include CSO	C.11	COR	w/in 5 business days of an approved individual being directed by	Submit for each CSO upon conclusion of the individual's performance date anniversary.

	Forms 008 and 014.			the Contractor to perform in an official capacity	CSO Forms 008 and 014. are to be centrally maintained by the Contractor during life of contract or as directed by the Government
5b	Certification of Court Security Officer Performance Standards, CSO Form 006	C.11	OCS	w/in 45 calendar days after contract award; and 5 calendar days after receiving written qualification approval on applicant	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
6.	<u>Weapons Qualifications</u>	C.12	*****	*****	*****
6a	Weapons Proficiency Certification Initial, CSO Forms 014 and 009	C.12	MAR	Testing w/in 7 calendar days; certification submitted with 7 calendar days. Total 14 calendar days	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
6b	Weapons Proficiency Certification Annual, CSO Form 014	C.12	MAR	w/in 1 <sup>st</sup> quarter of contract period	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
6c	Firearms Instructor Certifications	C.12	COR	Prior to performing weapons qualification training	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
6d	Firearm Range Agreements	C.12	CO	w/in 30 calendar days after contract award and w//in 30 calendar days of a change	As Required
7.	<u>Training</u>	C.13	*****	*****	*****
7a	Phase I Orientation	C.13	COR/MAR	w/in 14 calendar days after the Contractor receives a favorable suitability determination of OCS	8 hours of introductory academic instruction and 40 hours OJT
7b	Phase II Orientation	C.13	COR	w/in 10 business days after the issuance of the notification by OCS	Upon notification, the Contractor shall submit a detailed cost estimate and written schedule for all CSOs required and eligible to attend. The Phase II Orientation is followed with 40 hours of OJT
7c	Annual Training	C.13	MAR	In accordance with the OCS approved training plan	16 hours annually

7d	Oleoresin Capsicum Spray Qualifications Initial	C.13	COR/MAR	Prior to carrying or using OC Spray	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
7e	Oleoresin Capsicum Spray Qualifications Annual	C.13.	COR/MAR	w/in 1 <sup>st</sup> quarter of contract period	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
7f	Additional Training	C.13	COR	As required	Unanticipated or special training
7g	Training Plans	C.13	OCS	w/in 30 calendar days after contract award, w/in 30 days of beginning each contract period.	No training shall commence until the Training Plan has been approved in writing by the CO or the OCS
7h	Advance Events Schedule	C.13	OCS	One month in advance of scheduled events	Contractor shall notify the COR of any changes to previously scheduled training or qualifications no less than 7 days
7i	Training and Qualifications Records including Orientation Certification CSO Form 008, OJT, Phase II Certification, Annual Training	C.13	MAR	On file with the Contractor; and available on request of OCS	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
8.	<u>CSO Performance Standard Violations (PSV)</u>	C.14	COR/OCS	Immediately	Failure to report PSVs to the Government may result in liquidated damages.
9.	<u>Authority</u>	C.15	COR	Immediately	CSO Form 003
10.	<u>Alternate Locations</u>	C.17	*****	*****	*****
10a	Court Security Officer (CSO) Travel Authorization, CSO Form 010	C.17	COR	Prior to commencement of authorized travel.	Submit this form, including any supporting documents, for CSO travel.
10b	Court Security Officer (CSO) Travel Expense Reimbursement, CSO Form 011	C.17	COR	As Required.	Submit this form, including any supporting documents, for travel reimbursement.
10c	Public Voucher for Purchases and Services Other than Personal, SF 1034	C.17	COR	As Required	As Necessary
11.	<u>Appearance and Uniform Standards</u>	C.18	*****	*****	*****

11a	CSO Uniforms	C.18		At CSO Start-Up and during Annual Replacement Period	The annual replacement period is between Oct 1 <sup>st</sup> and Dec 31 <sup>st</sup>
11b	CSO Uniform Inventory	C.18.	COR/OCS/CO	W/in 30 calendar days of contract award; and by the end of the last quarter of each calendar year	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
11c	Uniform Status Reporting	C.18.	MAR	10th calendar day of each month	Uniform Issuance Dates. Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
11d	Supplemental Items	C.18.	COR	As Required	e.g., pens, pencils, logbooks, notebooks
12	Government Furnished Property	C.19	COR	As Necessary	For the safety and protection of human life and court facilities, e.g., weapons, ammunition, body armor, uniform
12a	Property Control System	C.19	COR/OCS	W/in 30 calendar days of contract award; and by the end of the last quarter of each fiscal year	Gov't approved written plan designed to control, protect, preserve and maintain all GFP
12b	Equipment Inventory (Property) Report	C.19	COR/OCS	W/in 45 calendar days of the begin date of the contract; and thereafter for each option year exercised	The report shall contain the following information: the location (District and site) of the inventory; identification of the article/equipment, e.g., weapon, make and model; serial number and bar code listed under its individual identification line, along with the name of the CSO/individual to whom it is issued. The Contractor shall provide a list showing a description and unit quantity of all non-serialized Government furnished equipment and property, e.g. 15 holsters, right-handed, 4 inch; handcuffs, although serialized, do not have to be listed as separate items; uniforms; and body armor.
13.	Reports	C.24	*****	*****	*****
13a	Daily Activity Log	C.24	COR	Daily	At each post, maintained on continuous basis and capture all CSO post-related activities.
13b	Court Facility Incident Report, CSO Form 003	C.24	COR	Within 24 hours of occurrence	Whenever a CSO is involved or observes a suspicious or security-related incident at a court facility.

13c	Court Facility Monthly Statistical Summary Report, CSO Form 002	C.24	COR	10 <sup>th</sup> calendar day of each month	Designed to collect information on incidents that are threatening or appear to threaten the safety and security of the Judiciary.
13d	Daily Time and Attendance Log	C.24	COR	Daily	Placed in an area designated by the COR and maintained in chronological order, and be legible.
13e	Emergency Systems Report	C.24	COR	10 <sup>th</sup> calendar day of each month	Confirms testing, condition, and status of duress alarms, control panels, battery-operated emergency lighting, as required by this contract.
13f	Monthly Activity Report (MAR)	C.24	MAR	10 <sup>th</sup> calendar day of each month	Records are to be centrally maintained by the Contractor during life of contract or as directed by the Government
14.	QUALITY ASSURANCE	C.25	*****	*****	*****
14a	Quality Assurance/Control Plan (QCP)	C.25	OCS/CO	30 calendar days after contract award	The QCP shall explain a metric-based inspection procedure that evaluates internal controls, procedures and security practices relative to all major areas of contract administration and management found herein. In the event deviations/discrepancies are discovered, the Contractor shall provide measurement parameters, corrective actions to be taken, and demonstrate how identified deficiencies have or will decrease due to measures enacted or proposed.
14b	QCP Inspection Plan	C.25	COR/OCS/CO	Quarterly, MAR, And on request	The QCP shall incorporate a process for quarterly inspections by the Contractor. The Contractor shall provide the CO a summary of all Quality Control Inspections during the previous quarter.
14c	Inspection Deficiency	C.25	COR/CO	Within 24 hours, and to CO within 10 calendar days	Written report detailing the deficiency and the corrective action taken
15	Transition Plans	C.26	*****	*****	*****
15a	Transition Plan - Phase In	C.26	CO	With Proposal	As Required
15b	Transition Plan – Phase Out	C.26	CO	w/in 90 calendar days of contract award	As Required

(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) Contractor’s Employee Actual Pay and Benefits Data: At the request of the Contracting Officer, the Contractor shall 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.
  - (d) Additionally the Contractor shall provide contractual documentation as required to include as a minimum:

	<b>Title of Mandatory Reports, Forms, and Data</b>	<b>Refer To:</b>	<b>Submit To:</b>	<b>Due Date</b>	<b>Requirement</b>
(d)(i)	Evidence of Insurance Coverage	Sec L.9	Contracting Officer	w/in 14 calendar days after contract award	Submit after contract award.
(d)(ii)	Licenses (Reference Section H.5)	Sect L.9	Contracting Officer	w/in 14 calendar days after request by the CO	Submit after Request by Contracting Officer or at Contracting Officer’s Discretion

**F.4 PERIOD OF PERFORMANCE**

The Base period of performance start date for this contract will be October 1, 2012 and continue through September 30, 2013. The contract will have one Base Year and four (4) Option Years. The option years of performance are set forth below. In accordance with FAR 52.217-9, *Option to Extend the Term of the Contract*, the Contracting Officer may exercise options for continued performance.

BASE YEAR	October 1, 2012 – September 30, 2013
OPTION YEAR 1	October 1, 2013 – September 30, 2014
OPTION YEAR 2	October 1, 2014 – September 30, 2015
OPTION YEAR 3	October 1, 2015 – September 30, 2016
OPTION YEAR 4	October 1, 2016 – September 30, 2017

- (a) Contract Period: The contract period is one year and will commence from the effective date of the contract award, as specified on the contract award document, and continue for a one year period. The contract includes four additional one-year option periods, with potential for a five (5) year contract award

- (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 shall recruit staff and forward all required personnel documentation to the USMS Office of Court Security within 21 calendar days after issuance of the task order.
  - (ii) The Contractor shall 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 FEDERAL HOLIDAYS

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

New Year's Day (Jan 1)	Labor Day (1st Monday in Sept)
Martin Luther King's Birthday (3 <sup>rd</sup> Monday in Jan)	Columbus Day (2nd Monday in Oct)
Washington's Birthday (3rd Monday in Feb)	Veterans Day (Nov 11)
Memorial Day (last Monday in May)	Thanksgiving (4th Thursday in Nov)
Independence Day (Jul 4)	Christmas (Dec 25)