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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 two decades, the USMS has sought the services of the private sector to provide highly qualified and 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 to perform as a result of an Interagency Acquisition Agreement (IAA) are designated as Special Security Officers(s). Agencies authorized to acquire SSO services under such agreement are listed in Attachment 5(A) under Section J. These agencies perform limited contract and all administrative functions such as background investigations and medical qualifications for their respective SSOs. As outlined in Sections C-11 and C-12, SSOs are required to meet the same qualifications and standards as CSOs.

(b) The Judicial Security Division has responsibility for coordinating federal court security activities throughout the United States and its territories.

### *C-2 SCOPE*

The Contractor shall provide all necessary personnel, management, supervision, administrative support, office facilities, transportation, materials, supplies, office equipment, and clothing not provided by the Government (See Section C-25, *Government Furnished Property*), to perform court security services for the USMS. During the term of this contract, including any extensions, the security coverage required may change (increase or decrease) as deemed necessary by the Government.

### *C-3 CONTRACTOR PERSONNEL AND PERFORMANCE REQUIREMENTS*

(a) *Contract Manager*:

(1) Managing the requirements of this contract is considered a critical function. For that reason, the Contractor shall provide and solely

dedicate a highly skilled and experienced Contract Manager for each circuit specified under this contract. The Contract Manager shall:

(i) Have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.

(ii) Have authority to supervise all individuals working under this contract.

(iii) Be available to the Government on a 24-hour basis, by way of a world-wide mobile electronic device and telephone, to ensure Contractor response in the event of an emergency or other exigent circumstance.

(iv) Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of CSOs.

(v) Ensure all contractor employees perform all duties and requirements of this contract and comply with the performance standards mandated in Section C-12, *CSO Performance Standards*.

(vi) Serve as the main point of contact for the Government to discuss technical and security related requirements, which includes receiving and executing daily technical direction from the Contracting Officer's Technical Representative (COTR).

(2) 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;

(iv) Be able to pass the background investigation mandated for

CSO applicants (See Section C-16, *Background Investigation Requirements and Procedures*);

(3) When the Contract Manager is unavailable for any reason, the Contractor shall designate someone to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager shall meet the stated Contract Manager's minimum qualification requirements.

(4) The Government will review and approve the Contractor's recommendation for all Contract Managers. The Contractor shall notify the Government, in writing and in advance, if any change in the Contract Manager's position shall occur or has occurred. A copy of this notification shall be provided to the Chief, Office of Court Security, the Contracting Officer, and the COTR. Such notification shall outline the details of the change, include the effective date(s) of the change and must specify changes in information which might affect the Government's ability to contact the Contract Manager. The notification shall t also include any new essential information, i.e., Contract Manager's address, telephone, and world-wide mobile electronic device numbers.

(5) Contract Manager is not required to meet the CSO medical standards, weapons qualifications, and uniform requirements stated below.

(b) *Site Supervisor(s)*:

(1) For supervisory purposes, the Contractor shall provide a Site Supervisor as specified in the Order Clause of the contract for each District listed in Section J – Attachment 1 (C) of this contract. The Site Supervisor shall oversee and manage the security operations performed by CSOs/LCSOs. In addition, the Site Supervisor shall maintain quality control and shall be required, at the discretion of the Government, to visit court facilities where CSOs are assigned. All travel, including the costs, shall be requested on a CSO Form 010, *CSO Contract Authorization*, and approved in advanced by the COTR. The Government will only reimburse Site Supervisor's travel expenses when the travel is requested by the USMS or as directed in the contract. Travel expenses include personally-owned vehicle mileages, lodging, meals, incidental expenses, and airfare. The Government also reserves the right to change the travel requirements at any time.

(2) Site Supervisor personnel shall possess at least five years of supervisory experience and meet the minimum qualification requirements stipulated for CSOs. The Government will review and approve the Contractor's recommendations for Site Supervisor positions. The Contractor shall also notify the Government in writing and when possible in advance, if any change in Site Supervisor personnel shall occur or has occurred. All notifications shall be sent to the Chief, Office of Court Security, the Contracting Officer, and the Contracting Officer Technical Representative (COTR). Such notification shall outline the details of the change, include the effective date(s) of the change and shall specify changes in information which can affect the Government's ability to contact the Site Supervisor. The notification shall also include any new essential information, i.e., address, telephone number, and e-mail address.

(3) Site Supervisor personnel are prohibited from performing as a CSO/LCSO and shall not be subjected to the uniform, medical or physical requirements stated in this contract.

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

(1) The Contractor shall provide a LCSO at each court facility stated in Section B of this contract. For facilities designated to operate on a "24-hour" basis, the Contractor shall provide three LCSOs, one to cover each of the three shifts in a work day.

(2) The Contractor shall require the LCSO to maintain and monitor all post performance required by this contract. A part of LCSO's daily duties, include, but are not limited to, administrative duties such as those associated with collecting, compiling, reporting time and attendance, and other personnel documents to the Site Supervisor. In addition, the Contractor shall require the LCSO to keep the COTR informed about post coverage, potential problems, and the actions that shall be taken to correct the problem(s). The LCSO shall also coordinate daily activities at their respective facility directly with the COTR to:

(i) act as liaison between the Contract Manager, Site Supervisor and the COTR;

(ii) provide daily oversight and guidance to CSOs;

(iii) assure all posts are covered as directed by the Government;

(iv) assure all CSOs are present and in proper uniform;

(v) determine any changes that may be required in the District's daily routine; and,

(ii) assure all Government-issued equipment and property are accounted for.

(3) The LCSO is also required to function simultaneously as a full-time working CSO. When a LCSO is absent, the Contractor shall designate an individual to act as and perform the responsibilities of the LCSO.

(d) *Court Security Officers (CSO)*:

(1) The Contractor shall 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 COTR in each district will provide the Contractor with post orders/standard operating procedures for each post assignment. In the event of an emergency, the Government may require the Contractor to cover posts and perform duties outside of the court facility. The Contractor shall also ensure that all duties required of the CSO shall be performed within the scope of this contract. At a *minimum*, CSOs shall be required to perform the following:

(i) *Entrance Control* - The CSO shall enforce the District's entry and identification system. This includes operating security screening equipment to detect weapons, contraband, and prohibited items, checking such items as handbags, briefcases, computers, packages, baby carriages, wheel chairs, etc. Any items confiscated during the screening process shall be documented on a CSO Form 003, *Court Facility Incident Report*, (See Section J, *List of Attachments*) by the CSO and turned over to the COTR. The documentation shall provide a thorough account of the confiscation. Upon completion, the CSO shall provide the report to the COTR.

(ii) *Roving Patrol* - The CSO shall patrol court facilities and grounds of the facility in accordance with applicable post orders.

(iii) *Stationary Post Assignments* - The CSO shall stand guard at stationary posts. This effort shall include, but is not limited to monitoring closed circuit television, duress alarm systems and other security equipment, courtrooms, judge chambers, and jury rooms. CSOs shall not monitor cellblocks, handle, or escort prisoners. However, when performing in an official capacity, a CSO can detain an individual until relief is provided by an USMS official.

(iv) *Escort Duties* - For official purposes and when deemed necessary by the COTR, the CSO shall provide armed escort services for judges, court personnel, jurors, and other designated individuals. Generally, this may include escorting an individual(s) to a garage or parking area, from one room to another, one floor to another, or from one facility to another facility. The CSO may be required to travel and/or drive an individual in a Government-owned vehicle for official functions only. However, advanced authorization from the COTR is required for this security service. *Escort services for the purpose of movement and protection of evidence, prisoners or money is strictly prohibited.*

(v) *Garage Parking and Pedestrian Control* - Where applicable, the CSO shall direct traffic and control lights on court facility properties, as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO shall be tactful and courteous at all times when issuing warnings to individuals who violate facility-parking regulations. The CSO shall also report abandoned vehicles to the COTR immediately.

(vi) *Law and Order*

(A) In addition to the duties listed, the CSO is responsible for enforcing federal law while in the performance of assigned duties under government contract. This is inclusive of, but not limited to, detaining any person attempting to gain

unauthorized access to Government property, or a court proceeding(s) or attempting to commit acts that imperil the safety and security of Government employees, property and the public.

(B) If a person is detained, the CSO shall immediately turn the detainee over to the USMS and complete a CSO Form 003, *Court Facility Incident Report*. The CSO may be summoned as a witness to the incident.

(C) When a CSO serves as a witness to an incident that occurred during their official post assignment, the time doing so shall be compensated as if the CSO actually performed their normal duties. In such cases, the Government will pay the Contractor the appropriate contract rate. If the Judiciary compensates a CSO for serving as a witness, the amount paid by the Judiciary shall be reported by the Contractor to the COTR and deducted from the Contractor's invoice.

(vii) *Reports and Records* - The CSO shall prepare on a daily basis various reports and records regarding contract performance issues, such as labor hours worked (both regular and overtime hours), accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred within the court facility area. All reports and records prepared under this contract are law enforcement sensitive in nature and considered Government property. The Contractor shall ensure that all reports are prepared in a complete and accurate manner and make them available to the Government for review at all times. The Contractor shall prepare and submit all reports and records to the Government in accordance with the requirements stipulated in Section F, *Deliverables or Performance* of this contract.

(viii) *Court Attendance* - The CSO shall secure unattended courtrooms; inspect courtrooms prior to a proceeding; test security devices and report the findings to the COTR; and, perform other duties concerning security of the court area.

(ix) *Preserve Order* - The CSO shall provide security presence in the courtroom; enforce federal law and judicial orders

within the courtroom; enforce local court rules regarding prohibited items and provide protection to court proceedings as circumstances dictate.

(x) *Telephone Usage* - The CSO shall utilize Government furnished telephones located at an official post only for the purposes of conducting the services required under this contract.

(xi) *Lost and Found* - The CSO shall turn over any articles found in a court facility or designated facility to the COTR and complete a CSO Form 003, *Court Facility Incident Report*.

(xii) *Performance Requirements for Level One through Four Proceeding* – The U.S. Marshal of each respective district shall classify the proceeding and determine when or if CSOs shall be utilized. There are four different proceeding levels and each is based on the sensitivity and risk of the proceeding. They are defined below.

(A) *Level I*: The anticipated security risk of a particular civil proceeding is determined to be low or a non-hazardous situation–that is, there are no indications of potential disruptions or violence in the courtroom. This level also applies to criminal pretrial proceedings when the defendant is not present, provided there are no indications of a likelihood of disruption or violence in the courtroom. A Deputy Marshal is not required to be present.

(B) *Level II:* A particular civil proceeding is determined to be generally non-hazardous; still there are indications of the potential for disruption in the courtroom. All criminal proceedings and post-trial proceedings at which the defendant is present start at this level of anticipated risk. The U.S. Marshal, or designee, shall determine the need for a Deputy Marshal to provide security in a Level 2 proceeding on a case-by-case basis.

(C) *Level III*: A particular criminal or civil trial or post-trial proceeding is determined to present a

substantial opportunity for potentially disruptive or violent actions. One Deputy Marshal, at a minimum, is required to be present in this proceeding.

(D) *Level IV:* A particular criminal or civil proceeding is determined to present a high risk of disruption or violence in and around the courtroom. This determination should be based on an assessment of indicators that collectively suggest that the proceeding constitutes a high potential for disruption or violence in or around the courtroom. More than one Deputy Marshal will be in the courtroom for this risk level.

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

When authorized by the Chief, Office of Court Security, the Contractor shall provide qualified Lead Special Security Officers (LSSO) and Special Security Officers (SSO) to perform the services required by this contract. These positions generally serve the security needs of special operations of the U.S. Marshals Service and other Federal agencies. Their titles are interchangeable with LCSO and CSO. All contract requirements (except as noted), contract rates, and the benefits established for the LCSO and CSO positions also apply to the LSSO and SSO, respectively. In addition, contract oversight of LSSO and SSO positions shall lie with the respective Federal agency paying for those services.

## *C-4 AUTHORITY AND JURISDICTION*

(a) In order to facilitate the security services required herein, the Government, through the local U.S. Marshal, shall deputize all CSOs and LCSOs performing under this contract with a limited special deputation. This deputation does not apply to SSOs and LSSOs performing under an Interagency Acquisition Agreement (IAA). Such deputation is limited to the duties outlined and noted in the scope of this contract and does not establish an employment relationship with the USMS. This special deputation is effective only when the CSO is performing in an official contract capacity at the designated site authorized by the Government.

(b) After a CSO has been deputized, the Government will issue a credential that must be carried when performing in an official CSO capacity at or between the federal work sites designated and authorized by the USMS.

CSO credentials are issued for identification purposes only and are considered Government furnished property. When an individual is no longer performing as a CSO, the Contractor shall immediately secure and return the credential to the COTR. The official CSO credential will be issued and controlled by the office of the Chief, Office of Court Security.

(c) In accordance with provision H-3, *Removal of CSOs and Other Contractor Personnel*, misrepresentation or misuse of authority associated with the CSO's special deputation shall be considered grounds to prohibit the individual from performing under this contract.

(d) Under the authority of this special deputation, the U.S. Marshal may also require and authorize the CSO to transport Government issued firearms. When this task is required, the local U.S. Marshal will authorize and issue such task in writing and the Contractor shall ensure that the CSO assigned to conduct the task receives and carries this written authorization while doing so.

## *C-5 POSITION AND STAFFING POST REQUIREMENTS*

(a) *Changing Positions:*

(1) Section B, *Supplies or Services and Price/Cost*, specifies the initial number of authorized positions at each court facility. The Contractor shall fully staff the specified CSO positions by the official commencement date of this contract. A position requires the Contractor to provide security coverage 40-hours each week (Sunday through Saturday, in some cases), less Federal holidays and other days when the court is closed. The Government reserves the right to increase or decrease the positions and court facility locations, as deemed necessary, including reclassifying the positions from full-time to shared, or shared to full-time. 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.

(2) 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.

(3) The Contractor shall provide CSO coverage by using a combination of full-time and shared positions. Shared positions

are primarily necessary and required to: (1) provide full staffing level coverage; (2) increase security levels, as needed; and (3) avoid unnecessary use of overtime. Therefore, personnel assigned to shared positions must be available and flexible to accommodate unplanned security schedules. Specifically, CSO personnel assigned to a full-time position shall work a 40-hour workweek, excluding holidays. CSO personnel assigned to a shared position shall work, at a minimum, a regular 20-hour schedule workweek. Scheduling and working CSO personnel (shared only) beyond the 20-hour workweek is authorized only when the additional hours are necessary to: (1) cover CSO absents; (2) temporarily fill vacancies; and, (3) provide a security presence during extended court hours, which must be authorized and approved in advance by the COTR. In the event any of these provisions are violated, the Contractor shall notify the Contracting Officer, the Contracting Officer Technical Representative (COTR), and the Office of Court Security for authorization to bill for payment of excess hours.

(4) Each facility generally includes a mix of shared and full-time positions. A shared position shall be authorized based on a one-to-three ratio, unless otherwise directed by the Government. Deviation of this requirement will be approved by the Chief, Office of Court Security, and directed by the Contracting Officer. Where a facility does not meet the ratio at time of contract award, the Government may reclassify the positions to meet such requirements. Classification of existing and new CSO positions shall only be approved by the Chief, Office of Court Security.

(b) *Post Relief:*

The Contractor shall provide adequate relief and continuous coverage for all post assignments. Abandonment of a post by a CSO or failure to perform the duties specified in this contract shall be considered grounds for contract default and/or immediate removal of the CSO from performing under this contract. The Contractor shall coordinate a schedule that ensures security levels are adequately maintained at all times, particularly during CSO breaks. Full-time CSOs shall be paid 8 hours per day with two 15-minute breaks; one break during the first half of their shift and another during the latter half of their shift. In addition to the 8-hour work requirement, a full-time CSO shall be allowed one unpaid 30-minute meal break. The meal break shall not be considered as time worked. For shared positions, the CSO shall only receive one paid 15-minute break when working a partial day.

(c) The Contractor shall not permit a CSO to operate Screening equipment (i.e. x-ray machines, walk-through and hand-held metal detectors, explosive trace detector, etc.) until the CSO completes Phase II Orientation.

## *C-6 TURNOVER*

(a) The Contractor shall take necessary measures to minimize CSO turnover and ensure that all required CSO positions are filled in a timely manner. Except as stated below, the Government will bear start-up costs for each person performing in a CSO position required by this contract.

(b) The Government will bear start-up costs to fill a vacant CSO position if the former CSO:

(1) Had been employed by the current Contractor as a CSO continuously for a minimum of 18 months under this contract;
(2) Was disqualified as a result of findings that only could have been discovered during the Government's background investigation;
(3) Passed away.

(c) If the turnover occurred for any other reason than those stated above, the Contractor shall bear the start-up costs.

(d) When an authorized CSO position becomes vacant, the Contractor shall, within 21 calendar days after the vacancy occurs, submit a new CSO application package to the Office of Court Security. The Contractor may fill the position by transferring an individual from an existing CSO position. If the Contractor opts to transfer an individual, the Contractor shall do so and notify the Office of Court Security in writing within the first 72 hours of the 21-day calendar day requirement. The Contractor shall convey all vacancy and transfer notifications on a CSO Form 001, *Contractor's Court Security Officer Staffing Notification.* After the 72-hour period, the Contractor shall only be allowed to submit a new CSO application package during the remaining requirement period. Liquidated damages (See Section F) may be assessed if the Contractor fails to meet the 21-day requirement.

## *C-7 SUITABILITY REQUIREMENTS*

(a) The Contractor shall take all necessary steps to assure that all individuals serving under this contract are reliable, reputable, and have satisfied all stipulated training and experience requirements. In addition, the Contractor shall ensure all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to, performance standards, medical requirements, and weapon's requirements. Failure to meet any suitability requirements of the contract shall constitute non-performance and subject the individual to removal from the contract. The Contractor shall also be subject to charges for liquidated damages or default. The Contracting Officer will notify the Contractor, in writing, on all suitability and non-performance issues.

(b) The Government will perform a full background investigation on all Site Supervisors, CSO applicants and/or incumbents. These individuals are subject to a government investigation at anytime and must meet and maintain all government requirements, including Homeland Security Presidential Directive-12 (See Attachment C-1 or visit website: http://www.dhs.gov/xabout/laws/gc_1217616624097.shtm#1) and clause I.2 FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Nov 2006). The Contract Manager shall also be subject to these requirements, as deemed necessary by the Government for unescorted access.

(c) While the Government performs individual background investigations, doing so shall not, in any manner, relieve the Contractor of its responsibility for assuring that each CSO meets the suitability requirements of this contract. The USMS automatically initiates a re-investigation of all personnel under the contract, including Key Personnel, every 5 years. In the interim, the contractor is required to report any incidents or events affecting their employment record or changing their previously submitted Section J – Attachment 2(Q), Form 85P, *Questionnaire for Public Trust Positions*. In addition, the contractor shall report any alleged performance standard violation, whether or not an official investigation was initiated. In the event a strike or an emergency impedes continuation of the services provided under this contract, the Government may expedite background investigative procedures, as deemed necessary. However, the Government will not waive the minimum CSO qualification requirements stipulated in this contract.

(d) The Contractor shall immediately notify the Contracting Officer and the COTR in writing when a CSO engages in or is suspected of violating any of the performance standards stated in this contract.

## C-8 ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS

(a) When deemed necessary, the Government will require the Contractor to provide CSOs at temporary or alternate locations. When security is required at a temporary or alternate location, the duties required of the CSO shall not change.

(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 Federal Travel Regulations (FTR). The Contractor shall complete and submit a CSO Form 010, *Court Security Officer (CSO) Travel Authorization*, Section J, *List of Attachments*, to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor shall submit a CSO Form 010, *Court Security Officer (CSO) Travel Expense Reimbursement*, Section J, *List of Attachments*, as instructed in Section G, *Contract Administration Data*.

(c) Changing conditions within the court environment may require post assignments to vary from day to day. In addition, situations may arise that shall require the Contractor to provide CSOs to work overtime, if the COTR determines court security services are required beyond the normal hours of operation of the court facility. *(The Government will not reimburse at the overtime rate unless the CSO has worked a minimum of 40-hours for the week.)* Overtime shall only be approved and directed by the COTR, with approval from the Contracting Officer. The Contractor is responsible for providing such services when notified by the COTR to do so. During such times, the Contractor shall also be responsible for any supervision or direction of the CSO performing during the extension period. Any variations in duties shall be conveyed to the Contractor by the COTR.

## C-9 PROVISIONS REGARDING CSOs CALLED TO ACTIVE MILITARY DUTY

The Contractor shall observe the following guidelines and take actions to temporarily fill vacancies of CSOs called to active military duty during wartime or during a national emergency (Only the Government can determine the declaration of a national emergency).

(1) CSOs summoned to active duty shall have their positions held open for a period of five years. The five-year period shall be determined from the actual reporting date of the issued military orders. CSOs falling into this category shall be placed on extended military reserve duty due to war or a national emergency.

(2) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days shall be filled on a temporary basis. The temporary CSO position shall not permanently increase the number of allocated CSO positions for any facility.

(3) The Contractor shall submit a CSO application package, along with a copy of the departing CSO's official military orders, to fill such vacancies. The Contractor shall also submit with the CSO application package, the *Contractor's Court Security Officer Staffing Notification*, CSO Form 001 (See Section J, *List of Attachments*) to identify the individual called to active military duty and the individual temporarily performing in the position.

(4) Start-up costs associated with filling a temporary CSO position under a national emergency shall be paid as follows:

a. If the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs.

b. If less than 18 months, the Contractor is responsible for the start-up costs.

(5) CSOs serving less than a year of active duty shall not be required to have a new background investigation, but shall be subjected to a security check via law enforcement databases. A CSO serving more than a year on active military service shall be subjected to a full background investigation upon return.

(6) The Contractor shall provide a written notification to the USMS indicating when the CSO is available to resume performance as a CSO. The written notification must be submitted to the USMS at least 60-days prior to the CSO's return. If a CSO does not intend to return to the position after completion of the military assignment, the Contractor shall notify the Government that a vacancy exists and submit a Form CSO 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security within two days after receiving the CSO's notice. The Contractor shall fill the vacant position in accordance with Section C-6, *Turnover*, and shall opt to fill the vacancy with existing CSO personnel, including the individual temporarily assigned to the position. If the Contractor chooses to place an individual in a temporary status to permanent CSO status, the Contractor shall complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the

Office of Court Security to reflect the change.

(7) All CSOs, whether serving in a temporary capacity or returning from a military assignment, must meet all CSO qualifications, as specified in the contract.

(8) If this contract is extended, expires or is terminated for any reason, the CSO who vacated the position shall be accorded with the same rights and privileges extended to incumbent CSO under the follow-up contract.

## *C-10 SPECIAL SECURITY COVERAGE*

(a) During special circumstances such as high-threat trials, the Government may require the Contractor to provide CSOs to cover special security or temporary post assignments. The Government may also require the Contractor to temporarily expand security coverage while continuing to maintain full coverage for all authorized positions. If necessary, the COTR will direct the Contractor to increase the time worked by shared position personnel, have full time CSOs work overtime, or temporarily assign CSOs from other districts within the contract area, whichever is least costly to the Government while preserving the maximum level of security. If the Government determines it is necessary for the Contractor to temporarily assign CSOs from one facility to another, the receiving court facility shall utilize the additional CSO(s) only for the time required to complete the special security assignment.

(b) The COTR will notify the Contractor, in writing, of the need for special security or temporary post assignment. Coordination efforts for temporary post assignments shall be the responsibility of the COTR. Travel requirements will be compensated in accordance with the Federal Travel Regulations.

(c) If there is a difference between the applicable wage rate of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate shall prevail and the Contractor shall pay the CSO the higher rate. 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-11 CSO QUALIFICATION STANDARDS*

The Contractor shall provide security personnel who meet the following minimum qualifications. In addition, each applicant must undergo and pass suitability and

background investigation requirements as determined by the USMS.

(1) Be a citizen of the United States of America.

(2) Be at least 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand the 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 read, write, and speak the English language fluently and any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.

(5) Possess a valid state driver's license from their state of residence 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 person's qualifying experience shall be used to determine the CSO applicant's arrest authority. The Contractor shall verify the CSO applicant's arrest authority 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.

(8) Possess the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.

(9) Possess the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.

(10) Possess poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.

(11) Possess the ability to prepare clear and concise reports.

(12) Possess the ability to learn and adapt to changing situations.

(13) Possess the ability to accept and respond to instruction and direction.

## *C-12 CSO PERFORMANCE STANDARDS*

(a) *Responsibility*:

The Contractor shall ensure all employees maintain satisfactory standards of competency, conduct, appearance, and integrity and enforce appropriate disciplinary actions when necessary. The Contractor shall also ensure that all CSOs receive and certify on a CSO Form 006 that they have received the CSO performance standards outlined below and must submit each certification to the Chief, Office of Court Security within 45 days after contract award. Thereafter, the Contractor shall submit a CSO Form 006 for each newly approved CSO within five business days after receiving written notification of their approval. If any of the standards are violated, the Government may direct the Contractor to remove the individual from the court facility. The Contractor shall initiate immediate action to replace the individual in the time frame required by this contract.

(b) *Performance Standards* - All CSOs performing under this contract shall 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.

(5) Report to their immediate supervisor any circumstances that shall adversely affect performance on a particular assignment.

(6) Report to their employer if they are detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation. *(The Contractor shall immediately report the matter to the COTR, and the Office of Court Security.)*

(7) Ensure weapons are secured in a safe place (free from theft, tampering, or misuse) and concealed from view when not in use. Weapons are not to be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or the public.

(8) Not engage in any discussion concerning Government matters, policies, 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 must be requested in writing from the COTR.

(12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not engage, and/or promote gambling and unlawful betting on Government-owned or leased property.

(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. All press inquiries shall be brought to the attention of the COTR. This restriction 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 activities.

(18) Ensure that financial obligations are met.

(19) RESERVED.

(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 that would adversely affect the reputation of the U.S. Courts, the 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 restriction does not pertain to immediate family members if the circumstances have been thoroughly explained to the U.S. Marshal and the Chief, Office of Court Security.

(23) Refrain from criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct and habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, refrain from possessing or using illegal drugs.

(24) Do not report for duty or work under any condition that impairs the ability to perform as expected.

(25) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers.

(26) Not operate a Government vehicle or any other vehicle in an improper manner or under the influence of intoxicants or drugs and maintain a valid driver's license in the state of their residence.

(27) Not misuse official authority, credentials, communications equipment, or weapon(s).

(28) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.

(29) Report violations of prescribed rules, regulations and any violations of statute or law to the appropriate supervisor and/or management officials.

(30) Not violate security procedures or regulations.

(31) Not close or desert any post prior to scheduled closure unless directed to do so by the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.

(32) 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.

(33) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.

(34) Do not possess, use, lose, damage, or otherwise take Government property, including confiscated or abandoned property, without authorization from the COTR.

(35) 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.

(36) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.

(37) Conduct only official Government business on Government property.

(38) Refrain from neglecting duties, i.e., sleeping while on duty; delaying or failing to carry out assigned tasks; conducting personal business during duty hours; refusing to render assistance or cooperation to superiors and the COTR.

(39) Refrain from use of abusive or offensive language, quarreling, intimidation by words or actions, fighting and participating in disruptive activities that interfere with Government operations.

(40) Respect the offices of judges and other court officers. Avoid disturbing desk items, opening desk drawers or cabinets, or using Government telephones and equipment, except as authorized.

(41) Avoid disclosing or discussing USMS policies, procedures, operations, and disciplinary actions with non-USMS personnel.

(42) Refrain from carrying any unauthorized equipment or weapons.

(43) Follow their employer's chain of command procedures on all work-related issues.

(44) Except when the CSO is required to work overtime by the COTR, the CSO shall not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty.

(45) Abstain from the consumption or possession of alcoholic beverages while on duty and at least eight hours prior to reporting to duty.

(46) Refrain from consuming any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. Note: The Contractor shall ensure that CSOs taking any medication are capable of performing the requirements of the statement of work.

(47) Comply with Government direction regarding the use of body armor.

(48) Refrain from performing any type of bailiff or clerk duties in the courtroom such as swearing in defendants, adjusting microphones, filling water pitchers, handing legal papers, moving papers or evidence between attorneys, jurors, and witnesses.

(49) Refrain from taking physical custody of any court evidence.

(50) Refrain from being involved in jury selection process, which include handing out paperwork to jurors, correcting juror paperwork, spinning the jury wheel, and handing jury picks back and forth between attorney tables.

(51) Refrain from leaving the court facility to procure meals for the Court and/or jurors.

(52) Avoid from driving or escorting judges to off-site functions not related to official court duties.

(53) Refrain from moving or monitoring USMS prisoners.

(54) Refrain from acting as a receptionist for the Court or USMS.

(55) While guarding a post, refrain from using any type of electronic devices not authorized or issued by the Government and limit conversations to official business. For example, watching television, discussing personal business on the telephone or a cellular telephone, listening to portable and personal radios, reading books, newspapers and any other material not associated with official business is prohibited while guarding a post. Allowing individuals or unauthorized personnel to loiter at an official post is also prohibited.

(56) Refrain from using Government furnished telephones to conduct corporate or administrative work on behalf of the contractor.

(57) Refrain from using personal telephones, including wireless phones, personal digital assistants, etc., at an official post.

(58) Ensure attendance, completion and compliance with instructions at the CSO Orientation (Phase II).

## *C-13 MINIMUM CSO TRAINING STANDARDS*

(a) The Contractor shall ensure that each individual designated to perform as a CSO has 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 public. The certificate or diploma must be recognized by federal, state, county, local or military authorities as a certification that an individual is eligible for employment as a law enforcement officer. Individuals possessing five years of military experience involving functions similar to those previously described may also be considered for a CSO position. In cases where a CSO applicant did not receive a certificate or proof of law enforcement training, the Contractor shall provide 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. The statement must include all dates of employment the individual served in a law enforcement capacity. The Contractor shall also include a copy of the signed statement with the CSO application.

(b) In order to reinforce the CSO's ability to perform the job functions noted in this contract, the Contractor shall develop and conduct annually 8-hours of training for *all* CSOs. This training is mandatory and must be attended by all CSOs. Prior to developing the training, the Contractor shall survey and consider prior security breaches and refine security techniques, as necessary. At a minimum, topical areas of instruction must include: threat image and explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening. The Government reserves the right to require the Contractor (at no additional cost) to train CSOs on other areas of concern that are relative to this contract. The Contractor shall also prepare and submit a written training syllabus to the Contracting Officer for approval prior to conducting the training. The training must not commence until the syllabus has been approved by the Chief, Office of Court Security. All training must be coordinated with the respective COTR and conducted at a time that best serves the Government. In addition, the Contractor shall ensure that such training does not conflict with any existing USMS policies or procedures.

(c) The Government will only pay the Contractor the basic contract rate during the annual training period. *(All costs resulting from such training, i.e., training instructors, materials, supplies, etc., shall be viewed as indirect costs and included in the contractor's overhead for compensation purposes.)*

(d) Upon completion of the training, the Contractor shall certify, in writing, to the Chief, Office of Court Security, and the Contracting Officer that all CSOs have been trained as required in paragraph (b) above. The certification include the name, district, and date that each CSO attended the training.

## *C-14 MEDICAL STANDARDS AND PROCEDURES*

(a) *General*

(1) The medical condition of the CSO workforce is critical to the overall safety of the Judiciary. As such, the medical examination process is part of the overall clearance process. To ensure that each CSO is medically qualified to perform all CSO duties, each prospective CSO shall undergo a medical examination and meet all of the medical standards stated in this contract. Thereafter, each CSO shall undergo and pass an annual examination during the life of the contract for qualification purposes. The Contractor shall ensure that each CSO undergo and pass a subsequent annual examination within one year of his or her last examination date. In addition, the Contractor shall inform and require each CSO to acknowledge, in writing, that they have no reasonable expectation of continued medical clearance after passing the initial and subsequent examinations.

(2) The Government reserves the right to require a CSO to undergo a medical examination whenever such actions are necessary to ensure the safety and security of the Judiciary. The medical clearance shall be determined based upon the results of each required medical examination. Thus, a CSO can be determined unsuitable to perform under this contract at any time for medical reasons.

(3) Each CSO, including CSO applicants, shall meet the medical standards outlined below. Failure to meet any one of the required medical and/or physical qualifications shall disqualify an individual from performing as a CSO under this contract. The Contractor shall not allow any individual to perform under this contract until the individual's qualification status has been determined the Federal Occupational Health (FOH) and a written approval has been granted by the Chief, Office of Court Security.

(4) Contractor entitlement of costs incurred in the conduct of individual CSO medical examinations shall be expressly limited to basic examination costs, as detailed in the Start-up Cost authorizations and shall not apply to any follow-up consultation resulting from the Government's review.

(5) Maintaining the medical condition of the CSO workforce is critical to maintaining the overall safety of the Judiciary. *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.*

(b) *Selecting and Qualifying Physicians*

(1) The Contractor shall establish and maintain designated licensed physicians to perform and document medical examinations on all CSOs on behalf of their company. At a minimum, the Contractor shall designate two licensed physicians for each city in a given district where CSOs are assigned.

(2) Designated examining physicians must possess a current license in the United States or a United States possession and be approved in advance by the USMS before they can provide examination services. The designated examining physician must also possess and use medical equipment and supplies that are essential for conducting a complete and comprehensive examination. The USMS reserves the right to disqualify physicians from providing services under this contract, at any time, if: (1) their license has been suspended or revoked by a licensing board; (2) they have been convicted of a federal crime; or (3) their performance is considered unsatisfactory by the Government.

(3) To qualify a physician as a designated CSO medical examination physician, the Contractor shall submit to the Chief, Office of Court Security, for review and approval, 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, CSO Form 013,* Section J, *List of Attachments*. The Contractor shall not permit prospective examining physicians to perform medical examinations on their behalf until the Government concurs and provides final approval in writing. In addition, the Contractor shall submit to the Office of Court Security, an annual written certification that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.

(c) *Medical Examination Process*

(1) The Contractor shall require all CSOs and each CSO applicant to complete a comprehensive medical form, CSO Form 229, *Certificate of Medical Examination for Court Security Officers*, Section J, *List of Attachments*, and undergo a medical examination by a designated examining physician. The completed CSO Form 229, including all other supporting medical information, must be sent directly to the Federal Occupational Health for evaluation and qualification. In addition to the CSO Form 229, the Contractor shall require all CSOs, as well as applicants, to read and sign that they have received and understand the provisions of the *Acknowledgement of Conditions of CSO Eligibility*, CSO Form 004. The original version of this form must be forwarded to the Office of Court Security.

(2) The Contractor shall require the examining physician to record the CSO's (both applicants and incumbents) medical results on the CSO Form 229 when the examination is being administered and sign the form after completion of the examination. The use of white-out or correction tape on the CSO Form 229 is prohibited. The information stated on the CSO Form 229, including any required additional information, i.e., print-outs or reports of lab data, EKG, vision and hearing test records, a summary of the applicant's treatment plan, etc., shall be legible, truthful, complete and precise, in order for the Government to render a sound medical determination. In addition, to ensure the integrity and privacy of the medical examination, the Contractor shall require the examining physician/clinic to return the results of the medical examination directly to the Contractor in a sealed envelope.

(3) Upon receipt of the CSO Form 229, the Federal Occupational Health will review the form for completeness. If the CSO Form 229 is considered complete, the CSO Form 229 will be evaluated to render a qualification determination. If the CSO Form 229 is not considered complete or acceptable, the form will be returned to the Contractor for correction or completion. The Federal Occupational Health shall return the CSO Form 229 if: (1) the medical findings are illegible; (2) requested and necessary information was not provided; (3) the medical findings or documentation are incomplete, conflicting or questionable; or (4) necessary and complete additional information was not included with the submission. Incomplete CSO Form 229s will delay the process of qualifying an individual and thus impact the Contractor's performance and ability to supply the required security coverage. For that reason, the Contractor shall establish

and enforce quality assurance procedures to minimize such delays. The Contractor shall also submit the CSO Form 229 to the Federal Occupational Health within 30 days of the examination date.

(4) After the CSO Form 229 passes the initial review and clearance process performed by Federal Occupational Health, the form is reviewed for a medical qualification determination. If the Federal Occupational Health's initial review can determine, based on the information contained in the CSO Form 229, that the individual is clearly medically disqualified, the USMS will inform the Contractor in writing that the individual does not meet the medical qualification standards and cannot perform under this contract.

(5) If, for any reason, the Federal Occupational Health is unable to make a final medical determination or it is necessary to clarify or prove that a disqualifying condition has been corrected or eliminated, the Government will issue a "deferred" determination. In such cases, the Contractor shall require the CSO to submit specific supplemental information within 60 days of the request in order to medically qualify. Costs associated with any follow-up consultations or additional visits to the designated examining physician or the CSO's physician shall not be the responsibility of the Government.

(6) If all of the requested information is not received by the Federal Occupational Health within the 60-day time frame the individual shall be disqualified to perform under this contract. If the Contractor submits the required information to the Federal Occupational health within the 60-day time frame, the Government will review the necessary information for an evaluation and medical qualification determination. After reviewing all of the medical documentation, the Government will determine whether the individual meets the medical standards outlined in this contract. The Office of Federal Occupational Health (FOH) will notify the individual and/or the Contractor of their findings, but the Contracting Officer (CO) will notify the Contractor in writing of the final determination.

(d) *Annual Medical Examinations and Other Medical Examination Requirements*

(1) After the CSO successfully completes the initial examination and qualification process, the Contractor shall require the CSO to complete and pass an annual medical examination within one year

of their last examination date. If the CSO fails to complete and pass the examination within the one year period, the CSO shall be rendered disqualified and the Contractor shall prohibit the individual from performing under this contract. The requirements and procedures outlined in paragraph (c) above shall also be followed for the annual medical examination process.

(2) If the Contractor relieves a CSO from performing under this contract due to an injury, illness, inpatient or outpatient surgery/procedure, hospitalization or emergency room visits, extended medical reasons, suspension, resignation, or extended military reserve duty, the Contractor shall complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security, within three business days after being informed of the situation and/or assignment. The Government will not pay any cost to conduct reexaminations for such causes. The Contractor shall also ensure that all posts are covered at no additional cost to the Government when CSOs are on extended leave due to personal or medical reasons.

(3) If, at anytime, the Government determines or suspects that a CSO's medical or physical condition shall impede security of the Judiciary, the Contractor shall require the CSO to undergo a medical examination outside of the annual medical requirement. In such cases, the cost of the medical examination will not be paid by the Government. In addition, such examinations shall be administered as directed by the Government.

(4) If, at anytime, an individual's observed physical state or annual medical examination documentation reveals any condition which could impair the individual's ability to perform the duties associated with this contract, the Government may, on a temporary or permanent basis, disqualify the individual from performing under this contract. The Contractor shall prohibit an individual from performing under this contract until a reexamination of the individual's medical condition has been performed and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security.

(5) When the Contractor is seeking approval to allow an individual to resume CSO duties after being absent for an injury, illness, surgery (including inpatient and outpatient operations, such as *Lasik* eye surgery, etc.), or any other medical reason, the Contractor shall

allow the individual *no more than 30 calendar days* from the caring physician's release date to undergo a medical examination and furnish the results of the examination on a CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification.* If the individual's physical or medical state restricts the individual from performing any of the CSO duties or if the condition is obviously disqualifying, the Contractor shall immediately prohibit the individual from performing under this contract.

(6) The Contractor and the individual's treating physician shall complete all applicable areas of the CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification.* Once completed, the Contractor shall submit the form to the Office of Court Security for an official medical clearance. The CSO Form 012 shall be reviewed for completeness and a final medical qualification determination. If the form is incomplete, the Office of Court Security will consider the form unacceptable and return it for correction. The individual shall not resume CSO duties until the Government makes a final medical determination that the individual is medically qualified to resume CSO duties. The Chief, Office of Court Security, will notify the Contractor in writing as to whether the individual is medically qualified to resume performance under this contract.

(7) If a CSO is found to have a correctable condition, the CSO shall resume performance when the disqualifying condition is satisfactorily corrected or eliminated and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security. The Government will not reimburse the Contractor for any costs resulting from follow-up consultation. Furthermore, if a CSO is relieved for any medical reason(s), the Government will not be liable to pay, nor shall the Contractor bill for any hours not worked.

(e) <u>*Medical Standards*</u>

(1) <u>*Vision*</u> - Corrected distant visual acuity must be 20/30, or better, as measured with both eyes viewing (binocular). Complete loss of vision in one eye is disqualifying. 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*

(a) The applicant or incumbent CSO must be able to hear well enough to safely and efficiently carry out the essential requirements of the CSO position. This includes the ability to adequately comprehend speech during face-to face conversations; comprehend speech during telephone conversations; comprehend speech during radio transmissions; comprehend speech when the individual cannot see another CSO; hear sounds that require investigation; and determine the source and location of sounds. In order to measure an individual's ability to perform these essential job functions, the following test procedures are administered.

(b) Initially, all individuals must be tested UNAIDED using an audiometer for measurement, testing each ear separately under headphones. The equipment and test setting must meet the standards of the American National Standards Institute (see 29 CFR 1910.95). Auditory acuity in each ear may be demonstrated by documentation of pure tone air conduction hearing thresholds, as specified below:

(i) In the frequency range from 500 -- 2000 hertz (Hz), the pure tone audiometric deficit must not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.

(ii) At 3000 Hz, the pure tone audiometric deficit must not exceed 40 dB in either ear, *without* the use of hearing aids.

(iii) At 4000 Hz, the pure tone audiometric deficit must not exceed 50 dB in either ear, *without* the use of hearing aids.

(c) Evaluation of Test Results

(i) If the performance on the above UNAIDED pure tone audiogram meets the standards set forth above in part B. and the individual *does not wear* a hearing aid in either ear, no further assessment is needed and the individual is deemed medically qualified under the hearing standard.

(ii) If the performance on the above UNAIDED pure tone audiogram does not meet the standards set forth above in part B. and the individual *does not wear* a hearing aid in either ear, the individual must undergo UNAIDED functional hearing assessments, as described below in part D. Based on the results of those functional hearing assessments and the recommendations of the reviewing physician and consulting audiologist, a determination of whether the individual is medically qualified with regard to hearing will be made

as follows.

1. If the performance on the UNAIDED functional hearing assessments is acceptable, no further assessment is needed and the individual is deemed medically qualified under the hearing standard.

2. If the performance on the UNAIDED functional hearing assessments is not acceptable, the individual is deemed not medically qualified.

   (a) Applicants in this circumstance may acquire hearing amplification equipment or undergo medical and/or surgical treatment for hearing loss and reapply in the future.

   (b) Incumbents in this circumstance will be removed from duty, allowed an opportunity to acquire hearing amplification equipment or pursue medical and/or surgical evaluation and treatment for hearing loss, and then allowed to undergo subsequent functional hearing assessments as described below in part D.

      (i) For incumbents deemed not medically qualified who undergo medical and/or surgical treatment for hearing loss:

         (1) If the performance on the subsequent UNAIDED functional hearing assessments is acceptable, the incumbent will be deemed qualified with regard to hearing performance and may be returned to duty.

         (2) If the performance on the subsequent UNAIDED functional hearing assessments is unacceptable, the individual remains not medically qualified and may not be returned to duty.

      (ii) For incumbents deemed not medically qualified who acquire hearing amplification equipment, the results of the subsequent functional hearing assessments will be evaluated and a decision made on whether to allow reinstatement pursuant to part C.iii. below.

      (iii) If the performance on the above UNAIDED pure tone audiogram does not meet the standards set forth above in

part B. and the individual wears a hearing aid in one or both ears, the individual must undergo UNAIDED and AIDED functional hearing assessments, as described below in part D. Based on the results of those functional hearing assessments and the recommendations of the reviewing physician and consulting audiologist, a determination of whether the individual is medically qualified with regard to hearing will be made as follows.

(1) If the performance on the UNAIDED and AIDED functional hearing assessments is acceptable, no further evaluation is needed and the individual is deemed medically qualified with or without the use of hearing amplification while on duty.

(2) If the performance on the UNAIDED functional hearing assessments is unacceptable but the performance on the AIDED functional hearing assessments is acceptable, the individual is deemed medically qualified *with the stipulation that the amplification equipment used during the aided functional assessments must be used at all times while on duty.*

(iv) If the performance on the UNAIDED pure tone audiogram meets the standards set forth above in part B. and the individual wears a hearing aid in one or both ears, the individual must undergo UNAIDED and AIDED functional hearing assessments, as described below in part D.

(1) If the performance on both the UNAIDED and AIDED functional hearing assessments is acceptable, the individual is deemed medically qualified with or without the use of hearing amplification while on duty.

(2) If the performance on the UNAIDED functional hearing assessments is unacceptable but the performance on the AIDED functional hearing assessments is acceptable, the individual is deemed medically qualified *with the stipulation that the amplification equipment used during the aided functional assessments must be used at all times while on duty.*

(v) Any incumbent who acquires or changes hearing aid equipment during the year (between the annual periodic medical reviews) must report that fact to his or her site supervisor, who then must notify the USMS. Additional assessment may be required to ensure that the individual's hearing performance remains acceptable.

(d) *Functional Hearing Assessments*

Pure tone audiograms provide limited assessment of overall hearing capability. They are useful as an initial screening test, but in circumstances where pure tone performance is poor, or where there is history or evidence of reduced hearing capability despite acceptable pure tone performance, more thorough evaluation is necessary. Functional hearing assessments which measure sound and speech recognition may reveal adequate performance in the presence of substandard pure tone performance. Alternatively, functional assessment may reveal significant hearing deficits suggested by history or other factors but not evident in the pure tone results.

As detailed above in part C., functional hearing assessments will be used to determine the medical qualification of all individuals who: (1) do not meet the unaided pure tone hearing standard set forth in part B. or (2) meet the unaided pure tone standard but choose to use hearing amplification or reveal history or evidence of hearing difficulties. The functional hearing assessments will measure the following:

(i) The individual's testing records must clearly document UNAIDED pure tone air conduction audiogram testing at the frequencies 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz and UNAIDED pure tone bone conduction audiogram testing at the frequencies 500, 1000, 2000, 3000, and 4000Hz.

(ii) UNAIDED Speech Reception Threshold should be 35 dB, or better, in each ear. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

(iii) UNAIDED Speech Recognition in quiet should be 90%, or above, in each ear with a presentation level no greater than 75 dB. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

(iv) UNAIDED Speech Recognition in noise tested in sound field should

be 50% or above with a presentation level no greater than 75 dB with competing speech noise 10 dB below the presentation level. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

(v) If hearing aid equipment of any type is worn, the following additional assessments will be required and will be performed with the hearing aid or aids in place:

1. A statement describing the specific type of hearing amplification device(s) used and which ear or ears have been fitted must be provided by the testing audiologist.

2. AIDED sound field audiogram using 5% FM warble tones or narrow bands of noise at 500, 1000, 2000, 3000, 4000Hz must be clearly documented in the testing records.

3. AIDED binaural Sound Field speech reception threshold measured with individual facing the signal speaker at a distance of 1 meter should be 35 dB or better. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

4. AIDED Speech Recognition in quiet tested in sound field should be 90%, or above, with a presentation level no greater than 75 dB. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

5. AIDED Speech Recognition in noise tested in sound field should be 50% or above with a presentation level no greater than 75 dB with competing speech noise 10 dB below the presentation level. Borderline performance will be subject to expert evaluation and may require further assessment. Recorded lists must be used.

In all cases for which functional hearing assessments are required, the results of the above functional hearing tests will be evaluated along with any other information or recommendations provided by the reviewing physician or the consulting audiologist. Some conditions (for example, complete loss of hearing in one ear) may require a further assessment, even if the results of the above functional tests are within the recommended limits, to ensure that the individual is able to safely perform the essential requirements of the CSO position.

(3) Cardiovascular System - Any condition that significantly interferes with heart function shall be disqualifying. Examples of conditions

that shall be disqualifying are hypertension with repeated readings that exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.

(4) Respiratory System - Any condition that significantly interferes with breathing capacity shall be disqualifying.

(5) Gastrointestinal System - Any disease or condition that requires rigid diets shall be a disqualifying factor. An ulcer active within the past year shall 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, shall be disqualifying.

(7) Hernias - Inguinal and femoral hernias, with or without the use of a truss, shall be a disqualifying factor. Other hernias shall 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 that significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks shall be disqualifying.

(9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks shall be disqualifying.

(10) Speech - Permanent and significant conditions which result in indistinct speech shall be disqualifying.

(11) Extremities & 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 shall be disqualifying.

(12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties shall be disqualifying.

## *C-15 PHYSICAL STANDARDS*

(a) When recruiting or considering individuals to perform under this contract, the Contractor shall ensure that the individual can withstand the physical demands of the position. All individuals performing in a CSO position shall be physically fit and be able to meet all of the physical and performance requirements of this contract. Any individual who cannot meet the physical requirements of the CSO position shall be disqualified and prohibited from performing under this contract.

(b) *Physical Demands* - The duties and responsibilities of a CSO require frequent and prolonged walking, standing, running, sitting, and stooping. In addition, a CSO shall 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. Therefore, "light duty" post assignments are not available under this contract.

(c) *Physical Fitness* - The Contractor shall encourage its employees working as CSOs to maintain a fitness program. Staying physically fit shall help the individuals performing as CSOs to endure the stress generally associated with the performance demands of this contract and prepare them to respond to emergencies.

## *C-16 BACKGROUND INVESTIGATION REQUIREMENTS AND PROCEDURES*

(a) *Contractor's Responsibility*

(1) The Contractor shall conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Responsibility of costs for conducting background investigations on CSO applicants and other personnel shall be determined, as described in Section C-6, *Turnover*. The Contractor shall ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-11, *CSO Qualification Standards*, before submitting the applicant's package to the Government for processing. The Contractor shall also complete, certify, and submit a CSO Form 005, *Court Security Officer Contractor's Preliminary Background Check* form, which is provided in Section J, *List of Attachments*, for each CSO applicant and other Contractor personnel undergoing a background investigation.

(2) In order for the Government to conduct and complete the background investigation process, the Contractor shall ensure that all CSO applicants and other required Contractor personnel complete the *CSO 234, Personnel Qualification Statement* (See

Section J, *List of Attachments*), and the Standard Form 85P, *Questionnaire for Public Trust Positions* which includes *United States of America Authorization For Release of Information.* These forms are mandatory.

(3) The Contractor shall ensure that all CSOs and other personnel who are working on this contract have passed the USMS background investigation process. For security reasons, the Government strictly prohibits anyone from working on this contract without passing a proper USMS background investigation process. The Contractor shall ensure that no Contractor employee commences performance prior to the completion of the background investigation unless the Chief, Office of Court Security, grants an interim approval to do so.

(4) The Contractor shall bear the cost of conducting a background investigation on an individual replacing a former CSO unless the Government is paying for turnover in accordance with Section C-6, *Turnover.*

(5) If a CSO is temporarily removed or resigns from performing services under this contract, the Government may require the individual to undergo another background investigation before resuming a CSO position. At the discretion of the Government, the Contractor shall submit the necessary forms for a reinvestigation to the Office of Court Security. Prior to submitting the forms, the Contractor is responsible for reviewing the forms for completeness and accuracy. The forms must 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 process a background investigation on all CSO applicants and other personnel when deemed necessary. Derogatory information discovered during the investigation process may render the individual unsuitable to perform under this contract. The Government may also reinvestigate all Contractor personnel working on this contract for any reason.

(2) Upon completion of the background investigation process, the Office of Court Security will review the findings to determine if the individual is suitable to perform under this contract. The Government's primary concern is to determine whether the

individual's presence or performance under this contract could pose a potential threat or risk to the U.S. Courts, the Government, or the public.

(3) In the event a CSO applicant is currently working or has worked as a law enforcement officer within thirty days of applying for a CSO position with the Contractor, the Chief, Office of Court Security, may grant the Contractor an interim approval to allow the individual to perform immediately. *In addition to the thirty day criteria for prior law enforcement officers, the individual shall also be in full compliance with clause I.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006) of this contract prior to being granted an interim approval.* The Contractor shall receive a written approval from the Chief, Office of Court Security, before the individual shall perform in an official CSO capacity. If an approval is granted, such approval does not constitute a waiver of qualifications, including the background investigation, medical examination, or any other requirement.

(4) The Government reserves the right to process a background investigation at any time on all contractor personnel, including corporate officers or any other employees or subcontractors, as deemed necessary. If the Government decides to process a background investigation, the Contractor, including the employee, shall cooperate and provide, at a minimum, the employee's name, date of birth, and social security number.

## *C-17 WEAPONS PROFICIENCY STANDARDS*

(a) The Contractor shall test each CSO, including CSO applicants, to determine weapons-handling proficiency. In order to be eligible to perform in a CSO capacity, all individuals shall successfully pass the weapons proficiency test in accordance with the USMS's policy. Contractors shall independently establish firearm range agreements without the assistance of the Government. On a case by case basis upon approval of the District United States Marshal or Chief Deputy US Marshal, Contractors shall qualify CSOs under firearm ranges and agreements established by the USMS. However, in such cases, the Contractor shall not charge the Government or receive payment for any costs associated.

(b) All tests shall be administered by a certified firearm instructor and comply with the *CSO Semi-Auto Handgun Qualification Course* form (See Section J, *List of Attachments*). The actual testing shall be conducted with the weapon issued to the CSO by the Government. In addition, the Government reserves the right to observe the tests.

(c) Before testing a CSO or applicant, the Contractor shall coordinate the test and provide a one-week written notice of the testing to the COTR. The notice shall provide the name of the individual being tested, the date, time, and location of the testing. All weapons shall be transported to the range site as directed by the COTR. In the event the COTR requires the Contractor to transport the weapons, the COTR will provide the Contractor with a written authorization from the U.S. Marshal before doing so.

(d) The initial weapon qualification testing for new hires shall be performed within seven calendar days after the Contractor receives a favorable suitability determination from the Chief, Office of Court Security. The Contractor shall not allow an individual to perform any CSO duties prior to weapons qualification. Within the seven calendar days after the individual has successfully qualified, the Contractor shall submit the weapons proficiency certification, CSO-014, *CSO Weapons Qualification Record*, Section J, *List of Attachments* and the CSO Form 009, *Notification of a Court Security Officer's Official Performance Date*, to the respective COTR and forward a copy of the form to the Office of Court Security. After an individual has successfully completed the initial testing, the Contractor shall retest the individual annually by December 31 of each subsequent contract period.

(e) When a CSO or applicant fails to meet the weapons qualification standards during the initial or annual testing period, the Contractor shall not allow the prospective CSO to begin performance or an incumbent CSO to resume performance under this contract until the weapons qualification standards have been met. The Contractor shall allow the individual to retest, up to two attempts only, within seven calendar days after the testing was conducted. If the individual fails the test during the two subsequent attempts, the Contractor shall not permit the individual to perform under this contract.

(f) Within 45 days after award of this contract, the Contractor shall provide legible copies of each firearm instructor's certification, including any updates, to the Chief, Office of Court Security and the COTR. Proof of certification for new firearm instructors are required and shall be submitted within 30 days of their performance date.

## *C-18 CSO APPLICATION PACKAGE REQUIREMENTS*

The Contractor shall submit a complete an accurate CSO application to the Office of Court Security, for each individual proposed to work in a CSO position. A complete CSO application package consists of the following forms:

1. CSO 234, "Personnel Qualifications Statement (Contract Guard)"
2. FD 258, AFBI Fingerprint Card
3. Court Security Officer Contractor's Preliminary Background Check Form, CSO Form 005
4. Form CSO-229, "Certificate of Medical Examination for Court Security Officers"
5. Military Discharge Certificate(s), Department of Defense DD-214 (If applicable)
6. Photocopy of the Applicant's Official Law Enforcement Training Certification
7. Contractor's Court Security Officer Staffing Notification, CSO Form 001
8. Certificate of Compliance, The Lautenburg Amendment, Title 18, Section 922(g)(9) of the United States Code, CSO Form 007
9. Acknowledgement of Conditions of CSO Eligibility Form, CSO Form 004
10. 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
11. Questionnaire for Public Trust Positions, Form SF 85P

The Contractor shall submit the CSO application package as indicated above for all new hires. In addition, the Contractor shall submit the complete CSO application package within 21 calendar days from the date that a vacancy occurs or within 21 calendar days after receiving an official notification from the Government that a new CSO position exists.

## *C-19 CSO AUTHORIZATION TO PERFORM*

(a) The Contractor shall not permit anyone to assume the role of a CSO until (1) the individual has passed all qualification requirements stated in this contract, (2) the individual has been determined by the Government to be suitable to perform in such capacity, and (3) a written notification of such determination has been received from the Chief, Office of Court Security.

After the approval has been granted, the Contractor shall continue with the hiring process and coordinate the individual's official start date with the District.

(b) Once the Contractor directs the individual to perform in an official capacity, the Contractor shall complete and forward the following forms to the Office of Court Security within five business days.

1. In-District (Phase I) Orientation Certification, CSO Form 008
2. CSO Weapons Qualification Record, CSO Form 014
3. Certification of Court Security Officer Performance Standards, CSO Form 006
4. Notification of a Court Security Officer's Official Performance Date, CSO Form 009

## *C-20 ORIENTATION REQUIREMENTS*

(a) This contract requires all individuals performing in a CSO position to complete the In-District Orientation and attend the USMS CSO Orientation. Both requirements are mandatory and shall not be waived. The orientation is designed to provide a clear understanding of the USMS primary mission and the important roles and responsibilities of a CSO. The Orientation does not substitute or relinquish the Contractor's from performing the annual CSO training requirements. When the Government determines to conduct CSO Orientation (Phase II), the Contractor shall make necessary arrangements for each eligible CSO to attend and satisfy CSO orientation requirements. Failure to complete both requirements shall be considered grounds for removal in accordance with H-3, Removal of CSOs and Other Contractor Personnel. The requirements for each orientation are explained in the subsequent paragraphs.

(b) <u>In-District Orientation (Phase I)</u>

The Contractor, through coordination with the COTR, shall ensure that all new CSOs satisfactorily complete the In-District Orientation (Phase 1), CSO Resource Orientation Guide with seven calendar days after the Contractor receives a favorable suitability determination from the Chief, Office of Court Security, prior to assuming CSO duties. After completion of the In-District Orientation, the Contractor shall require the CSO to complete the In District (Phase I) Orientation Certification, CSO Form 008 (See Section J, List of Attachments), and require a supervisory official to certify that the individual has satisfied the CSO Orientation (Phase 1) requirement. The Contractor shall also retain a copy of the form and

forward the original to the USMS, Office of Court Security and a legible copy to the COTR within seven calendar days of the orientation.

(c) CSO Orientation (Phase II)

(1) The Contractor shall be notified in writing by the Chief, Office of Court Security, when Phase II Orientation sessions shall be held and how many CSOs are required to attend. When the notification is received, the Contractor shall prepare and submit a detailed cost estimate and a written schedule for *all* CSOs required and eligible to attend the CSO Orientation (Phase II). (See eligibility requirements stated in the following paragraph.) This information shall be submitted and coordinated with the COTR for review and approval within 10 business days after the issuance of the notification. In addition, the Contractor shall make all necessary staffing coverage and travel arrangements for each CSO and take necessary measures to cover posts while the CSO(s) is attending the Phase II Orientation. The Government will not authorize or pay overtime to accommodate such staffing coverage.

(2) Before a CSO can attend the CSO Orientation (Phase II), the Contractor shall ensure that the CSO meets each of the following requirements:

*a.* The individual has been either medically qualified or granted an interim approval through FOH.

b. The CSO has successfully passed the appropriate weapon's handling proficiency test and the CSO-014 has been received by the Office of Court Security.

c. The individual has either received a favorable suitability determination based on a complete background investigation or has been granted an interim approval based on preliminary background checks by the Office of Court Security.

d. The CSO has not previously attended or completed the entire USMS CSO Orientation (Phase II).

e. The CSO has been approved by the Office of Court Security to attend the CSO Orientation (Phase II).

(3) If the Contractor sends a CSO to the CSO Orientation (Phase II) who has not met the requirements stated above, the Contractor shall bear the costs for sending the CSO to the CSO Orientation. Only those individuals who have been authorized by the USMS shall attend the CSO Orientation (Phase II).

(4) When travel is necessary, the Government will reimburse travel expenses, on a one time only basis, for each CSO who is qualified to attend and who actually attends the CSO Orientation in its entirety. The Government will not be responsible for, nor will the Government reimburse the Contractor travel expenses, if a CSO fails to attend the Orientation as scheduled. Travel reimbursement will be made in accordance with the Federal Travel Regulations. The Government will not be responsible for making travel arrangements for any Contractor personnel. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and to ensure that necessary coordination has been made. The Government will also reimburse the Contractor up to eight hours at the basic contract rate for each day that the CSO attends the orientation session in accordance with the terms and conditions of this contract. During the orientation phase, the Contractor shall only be entitled to reimbursement of the basic contract rate and shall only bill the basic rate for labor hours associated with the CSO Orientation (Phase I and Phase II). When making travel arrangements, the Contractor shall minimize costs and secure the lowest attainable price.

(5) The Contractor shall require all CSOs to meet the orientation requirements. If a CSO cannot attend the orientation when scheduled, the Contractor shall explain, in writing, the circumstances preventing the CSO from attending and request approval from the Chief, Office of Court Security, for the individual to attend the next scheduled orientation.

(6) If an emergency prevents a CSO from attending the entire CSO Orientation (Phase II) session, the Contractor shall immediately inform the Office of Court Security, in writing, with the details of the emergency. The Contractor shall also coordinate the makeup time with the Office of Court Security and make the necessary arrangements for the CSO to complete the orientation at no additional cost to the Government. Only the initial CSO Orientation cost shall be paid by the Government.

(7) The Contractor shall prohibit visitors, including spouses and children, from accompanying their personnel to the areas where the CSO Orientation is being held.

## *C-21 CSO DRESS STANDARDS*

(a) Mandatory uniform standards apply to this contract. Such standards are established and shall only be changed by the Government. If operational requirements necessitate a uniform change, the Contractor shall submit a written uniform change request through the COTR to the Chief, Office of Court Security, for consideration. Uniform standards shall not be deviated from unless approval has been granted by the Chief, Office of Court Security and a written direction has been issued by the Contracting Officer.

(b) CSO Uniform Requirements:

(1) By December 31st of each contract period, the Contractor shall provide the required basic uniform items specified in the chart below to CSOs only. The Contractor shall not issue CSO uniforms to Contractor Managers and Site Supervisors, or allow them to wear such uniforms. In addition, the Contractor shall ensure that all CSOs are in required attire while officially performing under this contract. As noted below, the official CSO uniform includes a navy blue blazer, gray slacks, white shirt, a navy blue necktie with red and white stripes, dark socks, and low-heeled, plain toed, black shoes or boots.

| 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 shall 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 gray. Salient features include cut, color, and 3-ply fabric that 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 |

(2) Prior to contract performance, and annually thereafter, the Contractor shall certify in writing to the Contracting Officer and the COTR, that each CSO has been furnished new uniforms as required above. The Government will not compensate the start-up cost for a CSO and the Contractor shall not bill the Government until the new uniform items have been purchased and issued to each CSO. 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 is not required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.

(3) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs and must use the same supplier to maintain uniformity. The Government will not compensate the Contractor for uniform replacement costs occurring outside of the annual replacement period.

(4) All uniforms are considered Government property and must remain with the Government. Disposition of all uniforms will l be at the discretion of the USMS.

(5) The Contractor shall ensure that 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.

(6) The Contractor shall require CSOs to wear long sleeve shirts or blouses beginning October 1of each year and short sleeve shirts or blouses beginning May 1 of each year. Deviations in this requirement will be authorized by the COTR.

(7) The Government will issue each CSO an official pocket identification badge and a nametag that must be worn while performing in an official CSO capacity. The pocket identification

badge must be worn in the blazer breast pocket and cannot be modified in any manner. All pocket badges must comport to the USMS' official contract specifications. Displaying any item other than the USMS seal on the pocket badge is prohibited.

(8) To prevent weapon exposure, the Contractor shall prohibit CSOs from removing their jackets while on official duty. However, if a CSO is exposed to extreme heat and such exposure could impose a health problem, the Contractor shall submit a written request to the Chief, Office of Court Security, through the Contracting Officer, for reconsideration of this requirement.

(c) *Supplemental Items*:

The Contractor shall provide CSOs with supplementary items that are necessary to perform their duties. Examples of supplementary items include, but are not limited to pens, pencils, paper, notebooks, logbooks, etc.

(d) *CSO Appearance*:

(1) *Hair and Nail Length* - The Contractor is responsible for assuring that CSOs maintain a functional and neat appearance in accordance with standards set by the COTR.

(2) *Uniform* - The Contractor shall ensure all CSOs are in complete uniform at all times while on official duty. The complete uniform includes the wearing of body armor and vest if mandated by the U.S. Marshal or designee. If a CSO is out of uniform while on official duty, the Contractor shall relieve the CSO from duty and provide a replacement immediately. If a CSO is relieved for this cause, the Government will not be obligated to pay the Contractor for the CSO's non-availability and the Contractor shall be subject to liquidated damages.

(3) *Jewelry Restriction* - The Contractor shall ensure that all CSOs refrain from wearing any jewelry, except wristwatches, wedding, engagement and class rings. Any exceptions shall be approved in writing by the COTR.

(e) *Uniform Variations*:

(1) Whenever deemed necessary, the Government may authorize uniform variations. Certain post assignments may require CSOs to

wear specialized uniforms, including rainwear and cold weather gear. In such cases, the Government may issue such uniforms as Government-furnished property or authorize the Contractor to make such purchases. If cold weather gear is authorized, the Contractor shall provide a V-neck navy blue vest or sweater to be worn under the basic uniform. If a vest or sweater is provided, the Contractor shall prohibit CSOs from placing patches or other decorative devices on them. Only those CSOs guarding post(s) exposed to such weather conditions shall be authorized this variation.

(2) Only those posts exposed to cold weather elements shall 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 securable side vents for easy access to the weapon. The use and purchase of cold weather and rain gear shall be approved in advance and in writing by the Chief, Office of Court Security. The Contractor shall submit a written request through the COTR to the Chief, Office of Court Security, for consideration.

## *C-22 UNFORESEEN GOVERNMENT CLOSURES*

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in 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 shall the Contractor bill for hours that were not actually worked by their personnel.

## *C-23 EMERGENCIES*

In the event of an emergency, the Government (U.S. Marshals Service) reserves the right to direct the activities of the CSOs. Emergencies include, but are not limited to, a directive from a federal judge, bomb threats, natural disasters, terrorist attacks, or imminent personal danger to a judge, juror, witness, attorney, or other court personnel. Under no circumstances shall a CSO refuse to cooperate with such directives when the Government or the U.S. Marshal determines that an emergency situation exists. The Contractor and the COTR shall be promptly notified of the situation. As soon as practicable, the Contractor shall document the event thoroughly and concisely in the Daily Activity Log (See Section F, Deliverables or Performance, for additional details) and the Form CSO 003, Court Facility Security Incident Report.

## C-24 OVERTIME AND HOLIDAY PERFORMANCE

(a) Overtime

(1) When court proceedings or other court functions continue beyond the court facility's normal hours of operation, the Contractor shall be required by the Government, through the direction of the COTR and with approval of the Contracting Officer, to work additional hours. In such cases, the COTR shall request the Contractor, in writing, to perform the additional hours.

(2) In the event the Contractor is required to provide court security services beyond the court facility's normal hours of operation, the Government will apply the basic contract rate unless the particular CSO assigned has worked a 40-hour workweek. However, the Government will only be liable when the Government requests a variation in the schedule and the request results in overtime usage.

(3) The Government will not reimburse nor shall the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.

(4) The Government will not reimburse nor shall the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations, orientation, or any CSO-related training requirements.

(b) Holiday Performance - Any services provided by a CSO on a holiday, as recognized by the applicable Department of Labor wage determination, shall be paid at the basic hourly rate.

## C-25 GOVERNMENT FURNISHED PROPERTY

(a) The Government will furnish the Contractor the following items listed in the chart below and any other item(s) deemed necessary for the safety and protection of human life and court facilities. The Contractor shall be directly responsible and held accountable for all Government property issued under this contract. Upon receipt from the Government, the Contractor shall provide these items to each CSO:

| | |
|---|---|
| Ammunition to perform and qualify. | Name Tags |
| Body Armor | Oleoresin Capsicum (OC) Spray *(Optional)* |
| Body Armor Ballistic Tee Shirt | Pocket Identification Badge |
| Body Armor Carry Bag | Radio (Issued to post) |

| | |
|---|---|
| Body Armor Quilted Carrier | Radio Charger |
| CSO Credential | Radio Batteries |
| Handcuffs | Radio Carrying Case/Belt Clip |
| Handcuff Case | Radio Earphone |
| Holster (Belt Type) | Weapon(s) |
| Magazine or Cartridge Case | Specialized Uniforms (Only when authorized by the Government) |

(b) The Contractor shall use the Government's furnished equipment and shall not permit any CSO to substitute or replace any Government furnished equipment with personal or contractor equipment without written authorization from the Chief, Office of Court Security. In addition, the Contractor shall ensure that each CSO is properly equipped and using only Government furnished property while performing under this contract. Contract Managers and Site Supervisors are prohibited from and shall not be issued any of the items listed above. If, for any reason, an individual is no longer performing in a CSO position, the Contractor shall ensure that the individual immediately relinquish these items and return them to the Government.

(c) The Contractor shall establish and maintain a system to control, protect, preserve, and maintain all property issued by the Government until the Contractor has been relieved of the responsibility of the property by the Government. This property control system must be in writing and is subject to review and approval by the Government. In addition, the property control system or records shall constitute the Government's official property control records and shall be made available to the Government upon request.

(d) If overages, shortages, or damages are discovered upon receipt of the property, the Contractor shall provide a statement of the condition and apparent cause of the damage to the COTR. Depending on the circumstances, the Contractor shall be liable for shortages, loss, damage, or destruction of the Government property. For example, the Government will hold the Contractor responsible for the destruction or loss of weapon(s), body armors, radios or any other items lost, damaged, or destroyed by the Contractor's employees.

(e) The Contractor shall maintain, at all times, a complete and accurate inventory of all Government furnished property issued under this contract. By August 31 of each contract period, the Contractor shall verify the inventory of all Government furnished equipment and provide the inventory report to the COTR. These items shall be cared for in accordance with FAR Part 45 and stored at the location designated by the Government.

(f) The CSO equipment inventory report shall provide, at a minimum, the following information:

(1) The location (district and site) of the inventory;

(2) The identification of the equipment, e.g., weapon, make and model.

(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. The Contractor shall provide a list showing a description and unit quantity of all non-serialized government furnished equipment, e.g. 15 holsters, right-handed, 4 inch. Handcuffs, although serialized, do not have to be listed as separate items.

(g) The Contractor is responsible for ensuring that CSOs return all Government furnished equipment to the Government's designated storage area at the completion of the CSO's shift. Under no circumstances shall the Contractor or its employees (CSOs) take any Government issued property from the duty station, with the exception of the CSO body armor and its accessories, unless the removal of such property has been specifically authorized in writing by the respective U.S. Marshal. The Contractor shall inform the COTR immediately when any CSO violates this provision. When such violation occurs, the Contractor shall also enforce the company's disciplinary policy. The Government reserves the right to prohibit the violator from performing under this contract and will exercise any legal rights regarding theft of Government property.

(h) Use of equipment such as walk-through and hand-held metal detectors, x-ray machines, closed-circuit television (CCTV) monitoring equipment, trace detectors, etc., is mandatory under this contract and is subject to change at any time. If equipment changes occur, the Government will provide instructions on the proper use of such equipment and the Contractor shall ensure that all CSOs are using such equipment as instructed. If any equipment is malfunctioning or damaged during use, the Contractor is responsible for promptly notifying the COTR of the condition. The Contractor shall also inform the COTR immediately when any equipment is misused or abused by a CSO. The cost to repair or replace any damaged or lost Government equipment due to negligence shall be deducted from the Contractor's invoice(s).

(i) Firearms - The Government will issue and determine the type of firearm that shall be used under this contract. Furthermore, the Government

reserves the right to change the type of firearm as deemed necessary at anytime during performance period of this contract. The Contractor, including all CSOs performing under this contract, must clearly understand that the use or display of firearms and any other weapon issued under this contract is strictly prohibited, except as stated herein, and shall only be used during the CSO's official hours and at their official designated duty location.

(j) Oleoresin Capsicum Spray

(1) The U.S. Marshal may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the U. S. Marshal, the Contractor shall ensure that the CSO receiving the OC Spray device successfully completes the certification requirements developed by the United States Marshals Service's Training Academy and use the device in accordance with applicable policies and procedures and the USMS Directive 2.54-1, *Less-Than-Lethal Devices*, Section J, List of Attachments.

(2) After completion of the initial certification, the CSO shall be tested and certified annually in order to carry the device on a continuous basis. It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for annual certification. Re-certification must occur within 60 days prior to the anniversary of the original test. The Contractor shall not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the required certification.

(3) The certification will be conducted by the Government in accordance with the procedures established by United States Marshals Service's Training Academy.

(4) The Contractor shall ensure the CSO(s) carries the OC Spray device only during their official duty hours. In addition, the Contractor shall ensure that the CSO(s) conceals the OC Spray device from the public and refrains from inspecting and handling the OC Spray device in view of the public.

(5) The Government prohibits the use of personal OC Spray under this contract.

(k) CSO Body Armor

(1) For life protection purposes, the Government will provide and require all CSOs to wear fitted body armor or a ballistic vest while performing under this contract, as deemed necessary by the USMS.

(2) The U.S. Marshal or designee will determine when the vest is to be worn based on security concerns such as increased threat levels, high threat trials or any other circumstance in which they deem it prudent. That decision can be made on a post by post or facility by facility basis.

(3) The Contractor shall ensure---

* Each CSO is available and measured for proper fitting.

* All vests issued to the CSOs are free from defects and damage.

* All CSOs inspect and maintain their body armor as recommended by the manufacturer.

* Signs of wear or deterioration are reported to the COTR within 24 hours after the condition is detected for replacement.

* Lost or stolen body armor is reported to the COTR within 24 hours from the time the item was regarded missing.

(4) Body armor will be replaced by the Government at no additional expense to the Contractor when it is evident that the armor is deteriorating from normal use and wear or when the manufacturer's warranty for the ballistic protective component expires. The Government will not bear replacement costs when: (1) the body armor is lost or stolen; (2) the body armor is rendered unusable due to negligence or improper alterations; or (3) when the armor no longer fits properly due to weight gain or loss on the part of the wearer.

(5) Alterations to the body armor shall only be made by the manufacturer.

(6) Failure to comply with this provision or any COTR direction regarding body armor shall be considered grounds for immediate removal of the CSO, pursuant to provision H-3, Removal of CSOs

and Other Contractor Personnel for Violations of the CSO Performance Standards, paragraph (c).

## *C-26 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS*

(a) Within 45 days after commencement of the contract, the Contractor shall provide a company identification card to all persons performing in the positions required under this contract (See C-3, Contractor Personnel and Performance Requirements). For new hires, the Contractor shall issue a company identification card within 45 days after their performance start date.

(b) At a minimum, the Contractor's company identification card shall meet the following requirements:

1. Bear the company's logo only. Use of USMS and the Department of Justice's badges, seals, or logos, and titles such as Special Deputy United States Marshal is prohibited.

2. Include a clear photograph of the employee.

3. Indicate the employee's current height, weight, date of birth, and gender.

4. Must be wallet size, (approximately 2" x 31/4) similar to a driver's license.

(b) The Contractor shall require all personnel to carry the company's identification card at all times while performing services under this contract.

## *C-27 OTHER CONTRACT RESTRICTIONS*

The Contractor, including its personnel, shall not represent themselves as USMS employees nor shall the Contractor, including its personnel, use, apply, or duplicate USMS and Department of Justice's badges, seals, logos, and titles such as Special Deputy United States Marshal, on any supplies, including the company's stationary and business cards, equipment, materials, company gear or any other thing not mentioned herein.

## *C-28 TRANSITION PERIOD*

***Phase-In:*** Within 30 days from the end date of the contract period of the existing contract, if the incumbent Contractor is not selected herein, the incumbent

Contractor will provide Phase-In support to the new awardee. The Phase-In activities will include functions such as:

1. Transfer of knowledge, experience, and lessons learned to the new contractor.

2. Assistance in start-up to ensure no disruption in service and a smooth transition.

3. Appropriate transfer of property, documentation or personnel, as agreed to, between the parties.

***Phase-Out:*** At the end of the period of performance of this contractual effort, the incumbent contract manager shall be prepared to transition work load if another company wins a future contract competition. This transition will include digital and hard copies of all in-progress working files, historical files, briefings for incoming personnel, timelines and standards for completion.