PART I – SCHEDULE – Section C/Statement of Work

COURT SECURITY OFFICER SERVICES

6th Federal Judicial Circuit

TABLE OF CONTENTS

C.1 BACKGROUND 3
C.2 SCOPE OF WORK 3

Applications and Qualifications Branch (AQB) 4

C.3 CONTRACTOR PERSONNEL 4
C.4 CSO QUALIFICATIONS 9
C.5 CONTRACTORS VETTING REQUIREMENTS 12
C.6 APPLICATION PACKAGE REQUIREMENTS 13
C.7 TURNOVER 14
C.8 GOVERNMENT'S BACKGROUND INVESTIGATION PROCEDURES 14
C.9 PHYSICAL AND MEDICAL STANDARDS 15
C.10 PROVISIONS REGARDING THE HIRING OF TEMPORARY CSOs 26
C.11 AUTHORIZATION TO PERFORM 29

Training and Compliance Branch (TCB) 30

C.12 TRAINING AND QUALIFICATION REQUIREMENTS 30
C.13 TRAINING ADMINISTRATION 36
C.14 COMPLIANCE WITH CSO PERFORMANCE STANDARDS 42

JSI Field Support Branch (FSB) 46

C.15 AUTHORITY 46
C.16 POSITION AND STAFFING POST REQUIREMENTS 47
C.17 ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS 48
C.18 APPEARANCE AND UNIFORM STANDARDS 49
C.19 GOVERNMENT FURNISHED PROPERTY 54
C.20 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS 58
C.21 UNFORESEEN GOVERNMENT CLOSURES 58
C.22 EMERGENCIES 58
C.23 OVERTIME AND HOLIDAY PERFORMANCE 59

AQB, TCB, FSB 60
C.24 REPORTS 60
C.25 QUALITY ASSURANCE 63
C.26 PHASE IN and PHASE OUT TRANSITION PERIOD 65

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

COURT SECURITY OFFICERS (CSO) PROGRAM

C.1 BACKGROUND

The Court Security Officer Program is managed by the Judicial Security Division within the United States Marshals Service (USMS). The Office of Court Security (OCS) is responsible for managing and developing an effective nationwide physical security program for federal judiciary court facilities. OCS oversees security services performed by more than 5,000 contracted Court Security Officers (CSO), filling over 4,200 authorized full-time and shared positions within all United States Circuits and districts. CSOs safeguard approximately 440 court facilities throughout the nation. The OCS is comprised of five branches: Applications and Qualifications Branch (AQB), Judicial Security Inspectors Field Support Branch (JFSB), Training and Compliance Branch (TCB), Research and Evaluation Branch (REB), and Management Support Branch (MSB). Each branch performs an integral part of the program's operations, ensuring that individuals performing as CSOs are suitable and fit to protect the nation's courts.

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. To accomplish the mission of courthouse security, the USMS contracts with private security contractors. The employees of the contractors, known as CSOs, are deputized as Special Deputy U.S. Marshals with firearms and arrest powers while on duty at their given worksites.

C.2 SCOPE OF WORK

The Contractor shall provide all necessary personnel, management, supervision, administrative support, office facilities, transportation, materials, supplies, office equipment, and clothing provided by the Government (see Section C.19, *Government Furnished Property*), to perform court security services for the USMS, to include but not be limited to: entrance control; roving patrol, stationary post assignments; escort duties; securing courtrooms; law and order; preserve order; and enforce federal law while performing their duties.

Administratively, the Contractor is required to prepare and maintain a variety of reports; manage Government provided equipment; test security equipment; provide training and weapons qualifications; assure each CSO applicant meets and maintains all suitability requirements of the contract to include, but not limited to: performance standards, medical standards, training, and weapons proficiency requirements.

The USMS has entered into Interagency Acquisition Agreements (IAA) with other federal entities. Individuals performing Security Officer Services under an IAA are generally designated as Special Security Officers (SSOs). Agencies authorized to acquire services under such agreements are listed in solicitation Section J.5. The services ordered

under an IAA shall be in full compliance with the terms and conditions of this statement of work.

During the term of this contract, including any extensions, the security coverage required may change (increase or decrease) as deemed necessary by the Government.

Applications and Qualifications Branch (AQB)

C.3 CONTRACTOR PERSONNEL

C.3.1 Court Security Officers (CSOs)

The Contractor shall ensure that CSO applicants and CSOs working under this contract are in good physical condition and able to stand for long periods of time, and do not have any physical conditions that would prevent performing job duties. The CSO shall carry a fully loaded weapon in accordance with the Statement of Work. When performing in an official capacity, a CSO may detain an individual until relief is provided by a USMS official or another law enforcement officer. Any use of force shall comply with *USMS Policy Directive 2.1 Use of Force (*see J.4(A) and J.4(B)) and the *Department of Justice (DOJ) Use of Deadly Force*. (see J.4(C)). In the event of an emergency, the Government (USMS) reserves the right to direct the activities of all the CSOs, and may require the Contractor to cover posts and perform duties outside of the court facility.

C.3.1.1

The Contractor shall provide qualified CSOs at each District facility designated by the Government. The Contracting Officer (CO) shall appoint a Contracting Officer's Representative (COR) in each District. The COR will provide the Contractor with post orders for each post assignment. The Contractor shall also ensure that all duties required of the CSO shall be performed within the scope of this contract.

C.3.1.1.1

At a *minimum*, CSOs shall be required to perform the following:
<u>*Entrance Control*</u> - The CSO shall enforce the District's entry and identification system. This includes operating security screening equipment for prohibited items, e.g., cameras, cell phones, weapons, and explosives. CSOs shall ensure all carriage items are properly screened to include handbags, backpacks, briefcases, computers, baby carriages, strollers, wheelchairs, and all other packages entering the building. Detected prohibited items shall be immediately brought to the visitor's attention, and are to be confiscated (e.g., illegal weapons) or given back to the individual for removal from the premises before entry is allowed. Depending on the local governing rules of the facility, the visitor may be permitted to store non-dangerous items on site and will be directed to the assigned designated area (only if that is the current practice for that facility) and retrieved by the visitor upon their departure. Any weapons, explosives or other dangerous or lethal items shall be immediately turned over to the USMS and documented on a CSO-003*, Court Facility Incident Report*, (see Section J.3(B), *List of Attachments*), by the CSO as soon as possible. Other non-dangerous, yet prohibited items, confiscated during the screening process shall be secured by the CSO in accordance with local rules and documented

on the CSO-003 by the CSO. These non-dangerous item shall be turned over to the COR, within 24 hours or as soon as possible, after the incident occurred. The documentation shall provide a thorough account of the confiscation.

- *Equipment Settings -* Use of equipment such as Walk-Through metal detectors (WTMD), Hand-Held metal detectors (HHMD), X-ray machines, Closed-Circuit Television (CCTV) monitoring equipment, Explosive trace detectors (ETD), and other equipment, is mandatory under this contract and is subject to Government change at any time. The Contractor shall ensure all screening equipment is set to the required USMS Standard Settings. Failure to ensure screening equipment is set to USMS standards shall be considered a performance issue. The Government may change the USMS Standard Setting at its discretion. All setting changes shall occur within 5 working days of notification.
- *Test and Report Emergency Equipment* – The Contractor shall ensure that the condition and the status of all duress alarms, control panels, and battery-operated emergency lighting, as required by this contract, is tested on a monthly basis. The Contractor shall detail these tests and submit the Emergency Systems Report (See C.24.5, *Emergency Systems Report*) to the COR no later than the 10th day following the end of the month (see Section F.3 *Deliverables or Performance* of this contract).
- *Roving Patrol* - The CSO shall patrol court facilities and grounds of the facility in accordance with applicable post orders.
- *Stationary Post Assignments* - The CSO shall man USMS authorized stationary posts. Assignments include, but are not limited to: monitoring CCTV, duress alarm systems and other security equipment, courtrooms, judge chambers, and jury rooms. However, CSOs shall not monitor cellblocks or handle and escort prisoners.
- *Escort Duties* -
    - Escort Duties are authorized for official purposes and when deemed necessary and approved by the COR. The CSO may 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, or from one floor to another.
    - Off-Site/Remote Judicial Proceedings – CSOs are authorized to provide security services for off-site and remote judicial functions where access to the site can be controlled and public screening conducted.
- *Garage Parking and Pedestrian Control* - Where applicable, the CSO shall direct traffic, control lights on court facility properties, and monitor vehicles and pedestrians as described in the post orders.
- *Courtroom Performance Requirements* - The U.S. Marshal of each respective District shall classify the proceedings and determine when or if CSOs shall be utilized. CSOs may occasionally be assigned to provide courtroom security during hearings. This assignment would be to provide crowd control and to maintain the integrity of the

judicial process. Additionally, the CSO shall ensure that all closed courtrooms are secure; inspect courtrooms prior to proceedings; test security devices and report the findings to the COR; and perform other duties concerning security of the court area.

- *Preserve Order* - The CSO shall provide security presence in the courtroom; enforce federal law and judicial orders within the courthouse; enforce local court rules regarding prohibited items; and provide protection to court proceedings as circumstances dictate.

- *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.

- *Lost and Found* - The CSO shall turn over any articles found in a court facility or designated facility to the COR and complete a CSO-003 within 24 hours after the incident occurs.

- *Reports and Records* - The CSO shall prepare daily 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 submit them to the COR in accordance with the requirements stipulated in Section C.24 and Section F, *Deliverables or Performance* of this contract.

C.3.2 Lead Court Security Officers (LCSO)

C.3.2.1

Lead Court Security Officers (LCSOs) do not have full formal supervisory authority and do not directly supervise other employees. An LCSO functions simultaneously as a full time working CSO and in a lead capacity for an assigned shift. As a lead, the CSO performs additional general administrative duties. This position can be distinguished from those of the District Supervisor (DS), as the DS is a first-line supervisor for both LCSOs and CSOs.

C.3.2.2

The LCSO shall coordinate daily activities at their respective facility in accordance with all contract requirements and directly with the COR to include but not be limited to:

- Act as liaison between the COR and DS and/or the Contract Manager (CM) when the DS is not available.
- Assure all posts are covered as scheduled or as directed by the Government and assure that all CSOs are in proper uniform.
- Provide daily oversight of post requirements.
- Determine any changes that may be required in the District's daily routine.

- Report Performance Standards Violations (PSVs).
- Keep the COR informed about post coverage, potential problems, and the actions that shall be taken to correct the problem(s).

C.3.2.3

The Contractor shall provide an 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 at least three (3) LCSOs, one per shift.

C.3.2.4

When an LCSO is absent, the Contractor shall designate an individual to act as and assume the responsibilities of the LCSO. The acting LCSO shall be reimbursed in accordance with the LCSO rate during the time period they were acting. Note: the contractor cannot double bill the LCSO on another government requirement, e.g., government travel or medicals, the contractor must accommodate the extra expense in their other direct costs. Vacations and holidays are part of the fringe benefit requirements.

C. 3.3 Lead Special Security Officers and Special Security Officers

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 synonymous with LCSO and CSO. All contract requirements established for the LCSO and CSO positions 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.3.4 District Supervisor (DS) and C.3.5 Contract Manager (CM) Role and Responsibilities are defined and distinguished in the following comparative table.

C.3.4 District Supervisor (DS)	C.3.5 Contract Manager (CM)
Managing the requirements of this contract is considered a critical function. For that reason, the Contractor shall provide a DS as specified in the Order Clause of the contract for each District listed in Section J – Attachment 1 (D) *Price Summary Sheets*. The DS shall oversee and manage the security operations performed by CSOs/LCSOs, to include as a minimum: 1. The DS shall serve as the primary point of contact for the Government to discuss technical and security	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 CM for each Circuit specified under this contract. In addition to providing contract administration and ensuring the Contractor is conforming to the contract requirements, the CM shall oversee and manage all the security operations performed by the CSOs/LCSOs/DS, to include as a minimum:

related requirements through regular site visits to primary and sub-offices. The Contractor shall provide adequate DS site visits necessary to successfully manage contract requirements. The DS shall maintain daily contact with the COR to ensure adherence to the needs of the client/contract, with regards to manpower and hour usage. The DS shall receive and execute daily technical direction from the COR. The DS shall maintain and monitor all post performance required by this contract and correct any and all issues or problems brought to his/her attention. The DS shall keep the COR informed about post coverage, potential problems, and the actions taken to correct any and all issues or problem(s) brought to his/her attention.	1. The CM shall serve as the primary point of contact for the Government to discuss contract-related and invoicing requirements. The CM shall ensure Contractor employees perform all duties and requirements of the contract from the CSO duties through all administrative requirements, ensuring: • quality of services and supplies, • timeliness of all deliverables, • control costs, • ensure compliance with all Government reporting requirements, • ensure a a business-like concern for the interests of the Government, • ensure quality control, and • management of key personnel.
2. The DS shall have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.	2. The CM shall have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.
3. The DS shall have the authority to supervise all CSOs and LCSOs working under this contract.	3. The CM shall have authority to supervise all individuals working under this contract. The CM shall provide for DS services during a vacancy.
4. The DS shall be available to the Government on a 24-hour basis, to ensure Contractor response in the event of an emergency or other exigent circumstance.	4. The CM shall be available to the Government on a 24-hour basis, to ensure Contractor response in the event of an emergency or other exigent circumstance.

5. The DS shall have the ability to carry out all administrative tasks efficiently, e.g., timely, complete, and correct (without reliance on and further assistance of the CSOs).	5. The CM shall have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion (without reliance on and further assistance of the CSOs).
6. The DS shall conduct prompt and thorough internal investigations of reported allegations, or other evidence, to determine the facts, and report all Performance Standard Violations (PSVs) without hesitation or unnecessary delay, to include those matters handled and resolved internally.	6. The CM shall conduct prompt and thorough internal investigations of reported allegations, or other evidence, to determine the facts, and report all Performance Standard Violations (PSVs) without hesitation or unnecessary delay, to include those matters handled and resolved internally.
7. The DS personnel are prohibited from performing duties of a CSO or LCSO and shall not be subject to the uniform, medical or physical requirements stated in this contract.	7. The CM is not required to meet the CSO medical standards, weapons qualifications, and uniform requirements stated in the contract.
8. The DS shall assure all Government-issued equipment and property is tracked and accounted for, and otherwise safeguarded until the time it is returned to the Government, in accordance with an approved property controlled system.	8. The CM shall assure all Government-issued equipment and property is tracked and accounted for, and otherwise safeguarded until the time it is returned to the Government, in accordance with an approved property controlled system.

C.4 CSO QUALIFICATIONS

The Contractor shall demonstrate a multi-faceted and systematic selection process that filters potential applicants. At a minimum, the process shall be detailed in a written Standard Operating Procedure that describes methods used to verify all minimum qualifications. The procedure must demonstrate how the Contractor intends to provide comprehensive oversight and quality control throughout recruiting, vetting, and selecting of qualified applicants from a pool of candidates.

C.4.1 CSO/LCSO 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. Each candidate shall:

- Be a citizen of the United States of America.
- Be at least 21 years of age. While there is no maximum age limit for CSO positions, all applicants shall be able to withstand the physical demands of the job and be capable of responding to emergency situations.
- Be a high school graduate or have a General Educational Development (GED), or equivalency.
- Be able to read, write, and speak the English language fluently.
- Possess a valid, unrestricted (except eyeglass wear) state driver's license.
- Ensure 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 shall be recognized by a Federal, state, county, local or military authority, and provide evidence that an individual is eligible for employment as a law enforcement officer. In cases where a CSO applicant did not receive a certificate, 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 or diploma was issued. The statement shall 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.
- Have at least three (3) calendar years of verifiable experience as a certified law enforcement officer or its military equivalency. Military equivalency can be verified through the applicant's DD-214, *Certificate of Release or Discharge from Active Duty*. The experience will have included general arrest authority (this experience does not have to be consecutive). All three (3) years shall have occurred within the last seven (7) years. *(Note: this requirement is not applicable to CSOs currently serving in the capacity of a CSO for the USMS or under the preceding USMS contract, and may be waived in remote geographic locations following a case-by-case review by the OCS.)* This requirement is waived for separated or returning CSOs provided they have served under this or a prior CSO contract within the previous three (3) years. 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.
- Be free from conviction of any felony.

- Be free from conviction of any 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 any *person* whose conviction has been expunged, set aside, or pardoned.

C.4.2 DS and CM QUALIFICATION STANDARDS

C.4.2.1

The DS shall meet or exceed the following minimum requirements:

- Be a citizen of the United States of America.
- Fluently read, speak, comprehend, and compose coherent written reports in English.
- Possess three years law enforcement experience and have five (5) years of supervisory and/or management experience involving the direct oversight of employees and evaluating employee performance.
- Pass a background investigation at a level deemed necessary (See Section C.8, *Government's Background Investigation Procedures*).

C.4.2.2

The CM shall meet or exceed the following minimum requirements:

- Be a citizen of the United States of America;
- Fluently read, speak, comprehend, and compose coherent written reports in English;
- Possess a Bachelor's degree and course work or professional certifications relevant to contract management such as:
  - Degree concentration or advanced degrees in business related disciplines;
  - Certified Professional Contract Manager (CPCM and/or Certified Federal Contract Manager (CFCM) from the National Contract Management Association (NCMA); or,
  - U.S. Government Certification and/or position classification as Contracting Officer, Contracting Officer's Representative (or Technical Representative);

  (This requirement is waived for Contract Managers currently serving under a CSO contract));
- Have five (5) years of contract management experience supporting contracts for :
  - Armed Security Services,
  - Military Security Services, or
  - Law Enforcement Services.
- Have five (5) years of contract management experience with contracts that are reasonably similar in size and complexity; and,

- Pass a background investigation at a level deemed necessary (See Section C.8, *Government's Background Investigation Procedures*).

C.4.2.3

The Government will review and approve the Contractor's recommendation for all DS and CM positions. The Contractor shall notify the Government, in writing and in advance, should there be any change in the DS or CM position. A copy of this notification shall be provided to the Chief, OCS via CSO-001, *Court Security Officer Staffing Notification*.

C.5 CONTRACTORS VETTING REQUIREMENTS

C.5.1 Contractor's Responsibility

C.5.1.1

The Contractor shall take all necessary steps to assure that all individuals serving under the contract are reliable, reputable, and have satisfied all training and experience requirements in accordance with the Contract.

C.5.1.2

The Contractor shall conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. The costs for conducting the preliminary background checks on CSO applicants and other personnel shall be the responsibility of the Contractor. At a minimum, the Contractor shall employ methods to independently verify and ensure prospective applicants meet or exceed the minimum requirements set forth in Section C.4, *Qualifications*. In addition the Contractor shall complete, certify and submit a CSO-005*, Court Security Officer Preliminary Background Check*, which is provided in Section J.2(C) for each CSO applicant.

C.5.1.3

The Contractor shall have a selection process in place that can evaluate potential applicants' character as it relates to their ability to:

- understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- possess self-confidence, poise, and the ability to make sound decisions and react quickly under stressful conditions.
- possess the ability to prepare clear and concise reports.
- possess the ability to learn and adapt to changing situations.
- possess the ability to accept and respond to instruction and direction.

C.5.1.4

While the Government performs individual background investigations, doing so shall not, in any manner, relieve the Contractor of its responsibility to complete the preliminary background checks and assure that each applicant meets the qualifications prescribed in *Section C.4, Qualifications*. In the event that a strike or an emergency impedes

continuation of the services provided under the resultant contract, the Government may expedite background investigative procedures, as deemed necessary. The Government will not waive the minimum CSO qualification requirements stipulated in *Section C.4, Qualifications*.

C.6 APPLICATION PACKAGE REQUIREMENTS

C.6.1

The Contractor shall have in place a detailed written Standard Operating Procedure to ensure that all applicable forms identified in the Statement of Work are complete, accurate, and have been reviewed in accordance with the Contractor's Quality Assurance/Quality Control Plan.

C.6.2

The Contractor shall submit a complete and accurate application package to the OCS, for each individual proposed to work in any capacity on the resultant contract. A complete application package consists of the following forms and must be submitted together at the same time:

C.6.2.1 CSO Package

- CSO-001, Court Security Officer Staffing Notification
- CSO-004, Acknowledgement of Conditions of Court Security Officer Eligibility
- CSO-005, Court Security Officer Preliminary Background Check Form
- CSO-007, Certificate of Compliance: The Lautenburg Amendment
- CSO-229, Certificate of Medical Examination for Court Security Officers
- DOJ-555, United States Department of Justice, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act
- FD-258, FBI – Applicant Fingerprint Card
- DD-214, Military Discharge Certificate to include character of discharge (If applicable)
- Photocopy of the Applicant's Official Law Enforcement Training Certification (see C.4.1: *In cases where a CSO applicant did not receive a certificate, 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 or diploma was issued*.)

C.6.2.2 DS and CM Package

- CSO-001, Court Security Officer Staffing Notification
- DOJ-555, United States Department of Justice, Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act
- FD-258, FBI – Applicant Fingerprint Card
- DD-214, Military Discharge Certificate to include character of discharge (If applicable)
- Copy of current Resume
- Copy of College Transcripts (CMs only)

C.7 TURNOVER

C.7.1

The Contractor shall take necessary measures to minimize CSO turnover and ensure that all required CSO positions are filled in a timely manner.

C.7.2

The Contractor is responsible for start-up costs to fill a vacant CSO position. The Contractor will be reimbursed by the Government only if the departing CSO had been employed by the current Contractor continuously for a minimum of 18 months.

C.7.3

When an authorized position (CSO, LCSO, SSO or LSSO) becomes vacant, the Contractor shall submit a CSO-001 to AQB within two (2) business days of the position becoming vacant. The contractor shall submit a new application package to the OCS within thirty (30) calendar days after the vacancy occurs. 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 OCS in writing within the first seven (7) business days of the 30-day calendar day requirement. The Contractor shall convey all vacancy and transfer notifications on CSO-001. After the 7 business day period, the Contractor shall only be allowed to submit a complete new CSO application package within the next twenty-three (23) calendar days.

C.8 GOVERNMENT'S BACKGROUND INVESTIGATION PROCEDURES

C.8.1

The Government will conduct an initial background investigation upon receipt of a complete application package per Section *C.6 Application Package Requirements*. The Government will perform a full background investigation on all CSO, LCSO, DS, and CM applicants at the level deemed necessary. All investigations will be initiated via the e-QIP portal and completed by the Office of Personnel Management.

C.8.2

Upon completion of the initial background investigation, the OCS will review the findings to determine if the individual is suitable to perform under this contract in accordance with criteria outlined in 5 CFR 731 Suitability and the *Homeland Security Presidential Directive-12, Policy for a Common Identification Standard for Federal Employees and Contractors.* 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. Derogatory information discovered during the investigation process may render the individual unsuitable to perform under this contract.

C.8.3

The Government reserves the right to conduct periodic re-investigations, at a level deemed necessary, on all Contractor personnel working on this contract at any time for any reason. Derogatory information discovered during the re-investigation process may render the individual unsuitable to perform under this contract.

C.8.4

If a CSO is temporarily removed or resigns from performing services under this contract; the Government, at its discretion, may require the individual to undergo another background investigation before resuming a CSO position. At the discretion of the Government, the Contractor shall complete and submit the necessary forms for a background investigation to the OCS.

C.9 PHYSICAL AND MEDICAL STANDARDS

C.9.1

When recruiting or considering applicants 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.

C.9.1.1

Physical Demands - The duties and responsibilities of a CSO require frequent and prolonged walking, standing, running, sitting, and stooping without assistance. In addition, a CSO is required to subdue violent or potentially violent people. Physical stamina in all of its forms (e.g., mental, climatic) is a basic requirement of this position. Therefore, “light duty” post assignments are not available under this contract.

C.9.1.2

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 endure the stress generally associated with the performance demands of this contract and prepare them to respond to emergencies.

C.9.1.3

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 to occur during their birth month.

C.9.1.4

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. Therefore, a CSO can be determined unsuitable to perform under this contract at any time for medical reasons.

C.9.1.5

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 by the Federal Occupational Health (FOH) and a written approval has been granted by the Chief, OCS.

C.9.1.6

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.

C.9.1.7

The Government will not reimburse nor shall the Contractor bill for any overtime hours associated with medical examinations.

C.9.2 Selecting and Qualifying Physicians

C.9.2.1

The Contractor shall establish and maintain a list of licensed physicians to perform and document medical examinations for all CSOs on behalf of their company. The Contractor shall designate licensed physicians for each city in a given District where CSOs are assigned.

C.9.2.2

Designated examining physicians shall possess a current medical license and a State board certification to practice in their field of expertise in the United States or a United States territory. The designated examining physician shall possess and use medical equipment and supplies that are essential for conducting a complete and comprehensive examination.

C.9.2.3

To qualify a physician as a designated CSO medical examination physician, the Contractor shall maintain on file 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. In addition, the Contractor shall maintain on file, an annual written certification that each designated examining physician continues to be licensed by the State Board of Medical Examiners to practice in their field of expertise.

C.9.2.4

All required physicians records shall remain on file with the Contractor during the entire contract period, or as otherwise directed by the Government. These records shall be centrally maintained by the Contractor and available to the Government and produced for the purpose of periodic compliance reviews or upon the request of the Government.

C.9.2.5

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.

C.9.3 Medical Examination Process

C.9.3.1

The Contractor shall require all CSOs and each CSO applicant to complete a comprehensive medical form CSO-229, *Certification of Medical Examination for Court Security Officers*, Section J, *List of Attachments*, and undergo a medical examination by a designated examining physician.

- CSO Applicant Packages. The completed CSO-229, including all supporting medical information, should be included in the Applicant Package and sent to the USMS Occupational Health Nurse by FedEx.

- CSO Annual Medical Packages. The completed CSO-229, including all supporting medical information should be sent to the USMS Occupational Health Nurse by FedEx. If significant medical conditions are noted by the examining physician which could preclude the incumbent CSO from performing all the essential job functions, the CSO-229 can be scanned/emailed or faxed to the USMS Occupational Health Nurse:

FEDEX (Hard Copy) United States Marshals Service Judicial Security Division Office of Court Security Attention: (b)(6), (b)(7)(C) OHN 2604 Jefferson Davis Highway Alexandria, VA 22301
EMAIL (Scanned) (b)(6), (b)(7)(C)

FAX
Call Ms. (b)(6), (b)(7)(C) to inform her that Medical Information is being delivered via FAX and ensure her availability to retrieve it on delivery.
FAX to (703) 603-2023

C.9.3.2

The Contractor shall require the examining physician to record the CSOs (both applicants and incumbents) medical results on the CSO-229 when the examination is being administered and sign the form after completion of the examination All corrections made by the examining physician or examining facility staff member must be done by drawing a single line through the information which is being corrected and initialing the corrections. The use of white out or correction tape on the CSO-229 is strictly prohibited. The information stated on the CSO-229, including any required additional information, e.g., 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 FOH 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. All incumbent CSO-229 examinations shall be submitted by the Contractor to USMS within 60 days of the examination date.

C.9.3.3

Upon receipt of the CSO-229, the FOH will review the form for completeness. If the CSO-229 is considered complete, the CSO-229 will be evaluated to render a qualification determination. If the CSO-229 is not considered complete or acceptable (due to missing, incomplete, or illegible information) FOH will initially notify the contractor by email. If the missing or incomplete information is not received from the Contractor within 3 days of the FOH email, the Reviewing Medical Officer (RMO) will issue a Medical Review Form (MRF) stating that the CSO-229 is incomplete and cannot be reviewed until the missing/incomplete information is received. Common reasons why the CSO-229 cannot be reviewed include but are not limited to:

- The medical findings are illegible.
- Requested and necessary information was not provided.
- The medical findings or documentation are incomplete, conflicting or questionable.
- Necessary and complete additional information was not included with the submission.

C.9.3.4

Incomplete CSO-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. **All corrections regarding missing, incomplete or illegible information shall be submitted to FOH within 30 days of notification**.

C.9.3.5

After the CSO-229 passes the initial review by FOH, the form is reviewed for a medical qualification determination. The USMS will receive a medical review record directly from FOH documenting their findings. If the FOH initial review can determine, based on the information contained in the CSO-229, that the individual is clearly medically qualified or disqualified, the USMS will inform the Contractor in writing.

C.9.3.6

If, for any reason, the FOH 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 FOH will issue a "deferred" determination and request additional information from the Contractor. **In such cases, the Contractor shall require the CSO to submit specific supplemental information within 60 days, unless otherwise specified by FOH or USMS, for completion of a specific test, in order to medically qualify.**

C.9.3.7

In the event all of the requested information is not received by the USMS within the 60-day time frame, or as required for the completion of a specific test, the individual shall be disqualified to perform under this contract. If the Contractor submits the required information to the USMS within the 60-day time frame, FOH will review the necessary information for an evaluation and medical qualification determination. After reviewing all of the medical documentation, FOH will determine whether the individual meets the medical standards as outlined in this contract. FOH will notify the Government of their findings and the USMS will then notify the Contractor in writing of the final determination. **The CSO applicant may be removed from further consideration when a final medical determination cannot be rendered for any reason within 180 days of the initial applicant package submission to USMS.**

C.9.3.8

The Government will reimburse the Contractor the medical amount identified in the start-up cost only <u>one time</u> for the initial examination. The Government will not reimburse the Contractor or pay for any additional medical exams, follow-ups, specific tests, and re-examinations required to qualify an applicant to begin work.

C.9.4 Annual Medical Examinations and Other Medical Examination Requirements

C.9.4.1

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 to occur during their birth month. If an incumbent CSO is not performing under the contract during their birth month for any reason, the missed annual examination must be

scheduled within 30 days, and must be completed and submitted within 60 days of the CSO's return to contract performance**. If the CSO fails to complete and pass the annual examination, the CSO shall be rendered disqualified and the Contractor shall prohibit the individual from performing under this contract.** The requirements and procedures outlined in *Section C.9.3 Medical Examination Process* shall be followed for the annual medical examination process.

C.9.4.2

A CSO is required to report to the Contractor any new medical diagnosis, new medication and or change in existing medical condition. When, at any time, the Contractor observes, suspects or is notified that a CSO's medical or physical condition impedes the security of the Judiciary or the duties required of a CSO, the Contractor shall immediately, on a temporary or permanent basis, remove the individual from performing under this contract. In addition, the Contractor shall require the CSO to undergo a medical examination separate from and outside of the annual medical requirement. Failure of the Contractor to take action shall be considered poor performance and may result in Government action. Additionally, the Government reserves the right to direct the CSO to undergo a medical examination outside of the annual medical requirement. Medical examinations other than the annual medical requirement shall be administered at no additional cost to the Government.

C.9.4.3

When the Contractor is notified that a CSO is unable to perform under this contract due to an injury, illness, inpatient or outpatient surgery/procedure, hospitalization or emergency room visits, or extended medical reasons, the Contractor shall complete and submit CSO-001, within two (2) business days after being informed of the situation.

C.9.4.4

The Contractor shall prohibit a CSO from performing under this contract until a re-examination of the individual's medical condition has been administered. The Contractor and the individual's treating physician shall complete all applicable areas of the CSO-012, *Request to Reevaluate Court Security Officer's Medical Qualification*, at the time the treating physician determines the CSO capable of returning to full and unrestricted duty. The results of the examination will be submitted on a CSO-012 for review by the FOH no later than fourteen (14) calendar days after the date the treating physician determines the CSO capable of returning to full and unrestricted duty.

C.9.4.5

Once completed, the Contractor shall submit the completed form to FOH through the USMS Occupational Health Nurse for an official medical clearance. The CSO-012 shall be reviewed for completeness and a final medical qualification determination. If the form submitted is incomplete or the information is deficient, the FOH will consider the form unacceptable and issue a Medical Review Form (MRF) advising the Contractor of the additional medical information required to render a final medical determination. The

individual shall not resume CSO duties until the FOH makes a final medical determination that the individual is medically qualified.

C.9.4.6

When the FOH review can determine, based on the information contained in the CSO-012, that the individual is clearly medically qualified or disqualified, the USMS will notify the Contractor in writing.

C.9.5 Medical Standards

C.9.5.1 Vision

Corrected distant visual acuity required is 20/30, or better, as measured with both eyes viewing (binocular). Complete loss of vision in one eye is disqualifying. Corrected distant visual acuity required is 20/125, or better, in the worst eye. Corrected near vision of 20/40, or better, as measured with both eyes viewing (binocular) is required. Ability to distinguish basic colors, as well as shades of color, is required. Normal peripheral vision is required.

C.9.5.2 Hearing

The applicant or incumbent CSO shall 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.

C.9.5.2.1 Testing

Initially, all individuals shall be tested UNAIDED using an audiometer for measurement, testing each ear separately under headphones. The equipment and test setting shall 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:

- In the frequency range from 500 - 2000 hertz (Hz), the pure tone audiometric deficit shall not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.
- At 3000 Hz, the pure tone audiometric deficit shall not exceed 40 dB in either ear, *without* the use of hearing aids.
- At 4000 Hz, the pure tone audiometric deficit shall not exceed 50 dB in either ear, *without* the use of hearing aids.

C.9.5.2.2 Evaluation of Test Results

C.9.5.2.2.1

If the performance on the above UNAIDED pure tone audiogram meets the standards set forth above in section C.9.5.2.1 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.

C.9.5.2.2.2

If the performance on the above UNAIDED pure tone audiogram does not meet the standards set forth above in section C.9.5.2.1 and the individual *does not wear* a hearing aid in either ear, or the CSO meets the UNAIDED pure tone standard set forth in section C.9.5.1 but there is a history or evidence of reduced hearing capability, the individual must undergo UNAIDED functional hearing assessments, as described below in section C.9.5.2.3. Based on the results of those functional hearing assessments and the recommendations of the reviewing physician, a determination of whether the individual is medically qualified with regard to hearing will be made as follows:

- 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.
- If the performance on the UNAIDED functional hearing assessment is unacceptable and the individual does not wear hearing aid(s), the following applies:
    - Applicants in this circumstance may acquire hearing amplification equipment or undergo medical and/or surgical treatment for hearing loss and reapply in the future.
    - 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 after a minimum 30 day adjustment period, wearing his/her own hearing aid(s) for at least 8 hours each day as described below in section C.9.5.2.3.
        - For incumbents deemed not medically qualified who undergo medical and/or surgical treatment for hearing loss:
            - 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.
            - If the performance on the subsequent UNAIDED functional hearing assessments is unacceptable, the individual remains not medically qualified and may not return to duty.
        - For incumbents deemed not medically qualified who acquire hearing amplification equipment, the results of the subsequent AIDED

functional hearing assessments performed after a minimum 30 day adjustment period, wearing his/her own hearing aid(s) for at least 8 hours each day will be evaluated and a decision made on whether to allow reinstatement pursuant to section C.9.5.2.3 below.

If the performance on the above UNAIDED pure tone audiogram does not meet the standards set forth above in section C.9.5.2.1 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 section C.9.5.2.3. Based on the results of those functional hearing assessments and the recommendations of the reviewing physician, a determination of whether the individual is medically qualified with regard to hearing will be made as follows.

- 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.
- 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 shall be used at all times while on duty.*
- If the performance on the UNAIDED and AIDED functional hearing assessments is not acceptable, the individual is deemed not medically qualified.

If the performance on the UNAIDED pure tone audiogram meets the standards set forth above in section C.9.5.2.1 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 section C.9.5.2.3.

- 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.
- 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 shall be used at all times while on duty.*
- If the performance on the UNAIDED and AIDED functional hearing assessments is not acceptable, the individual is deemed not medically qualified.

Any incumbent who acquires or changes hearing aid equipment during the year (between the annual periodic medical reviews) shall 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.

C.9.5.2.3 Functional Hearing Assessments

C.9.5.2.3.1

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.

C.9.5.2.3.2

As detailed above in section C.9.5.2.2, 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 section C.9.5.2.1 or (2) meet the unaided pure tone standard but choose to use hearing amplification or (3) reveal history or evidence of hearing difficulties. The functional hearing assessments will measure the following:

- The individual's testing records shall 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.
- UNAIDED Speech Reception Threshold shall be 35 dB, or better, in each ear. Borderline performance subject to expert evaluation and may require further assessment. Recorded lists must be used.
- UNAIDED Speech Recognition in quiet shall be 90%, or above, in each ear with a presentation level no greater than 75 dB. Borderline performance is subject to expert evaluation and may require further assessment. Recorded lists shall be used.
- UNAIDED Speech Recognition in noise tested in sound field shall 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 is subject to expert evaluation and may require further assessment. Recorded lists shall be used.
- If hearing aid equipment of any type is worn, the following <u>additional</u> assessments are required and is to be performed <u>with the hearing aid or aids in place</u>:
    - A statement describing the specific type of hearing amplification device(s) used and which ear or ears have been fitted shall be provided by the testing audiologist.
    - AIDED sound field audiogram using 5% FM warble tones or narrow bands of noise at 500, 1000, 2000, 3000, 4000Hz shall be clearly documented in the testing records.
    - AIDED binaural Sound Field speech reception threshold measured with individual facing the signal speaker at a distance of 1 meter shall 35 dB or better. Borderline performance is subject to expert evaluation and may require further assessment. Recorded lists shall be used.

- 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 is subject to expert evaluation and may require further assessment. Recorded lists shall be used.
- AIDED Speech Recognition in noise tested in sound field shall 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 is subject to expert evaluation and may require further assessment. Recorded lists shall be used.

C.9.5.2.3.3

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.

C.9.5.3 Additional Medical Assessment

C.9.5.3.1

A final determination of medical qualification for CSOs shall be made pursuant to these additional assessments

C.9.5.3.1.1

Cardiovascular System - Any condition that significantly interferes with heart function shall be disqualifying. Examples of conditions that may be disqualifying are hypertension with repeated readings that exceed 150 systolic and 90 diastolic, symptomatic peripheral vascular disease and severe varicose veins.

C.9.5.3.1.2

Respiratory System - Any condition that significantly interferes with breathing capacity may be disqualifying.

C.9.5.3.1.3

Gastrointestinal System - Any disease or condition that requires rigid diets may be a disqualifying factor. An ulcer active within the past year may also be disqualifying.

C.9.5.3.1.4

Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, e.g., urinary frequency and secondary discomfort, may be disqualifying.

C.9.5.3.1.5

Hernias - Inguinal and femoral hernias, with or without the use of a truss may be a disqualifying factor. Other hernias may be disqualifying if they interfere with the performance of the duties of the position.

C.9.5.3.1.6

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 may be disqualifying.

C.9.5.3.1.7

Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.

C.9.5.3.1.8

Speech - Permanent and significant conditions that result in indistinct speech may be disqualifying.

C.9.5.3.1.9

Extremities & Spine - Disorders affecting the musculoskeletal system that significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.

C.9.5.3.1.10

Hematopoietic System - Any condition or medication that results in a significant bleeding or clotting disorder, reduced immune, or anemia may be disqualifying.

C.9.5.3.1.11

Miscellaneous - Any other disease or condition that interferes with the full performance of duties may be disqualifying.

C.10 PROVISIONS REGARDING THE HIRING OF TEMPORARY CSOs

C.10.1 Replacing CSOs Called to Active Duty Military

C.10.1.1

The Contractor shall observe all applicable labor laws pertaining to employees called to active duty to include but not limited to Department of Labor Uniformed Services Employment and Reemployment Rights Act (USERRA).

C.10.1.2

The Contractor shall adhere to 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).

C.10.1.3

Vacancies created by a CSO summoned to active military duty for a period exceeding 90 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.

C.10.1.4

The Contractor shall submit a CSO application package, along with a copy of the departing CSOs official military orders, to fill such vacancies. The Contractor shall submit the CSO application package in accordance with *Section C.6, Application Package Requirements*.

C.10.1.5

The Contractor shall adhere to the procedures outlined in *Section C.7, Turnover* with regard to notifying the Government and start-up costs.

C.10.1.6

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 shall be submitted to the USMS prior to the CSOs 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 CSO 001 to the OCS within two (2) days after receiving such notification from the CSO. The Contractor shall fill the vacant position in accordance with Section C.7 *Turnover*. When the Contractor places the existing temporary CSO into the permanent CSO vacancy, the Contractor shall complete and submit a CSO-001 to the OCS to reflect the change, within the first seven (7) business days.

C.10.1.7

CSOs serving less than one (1) year of active duty shall not be required to have a new background investigation. A CSO serving more than one (1) year on active military service shall be subjected to a full background investigation and medical evaluation upon his/her return.

C.10.1.8

All CSOs, whether serving in a temporary capacity or returning from a military assignment, shall meet all CSO suitability, medical, and training requirements as specified in the Statement of Work.

C.10.2 Replacing CSOs Due to Extended Absence

C.10.2.1

The Contractor shall observe all applicable labor laws pertaining to employees with circumstances causing an inability to perform under the contract for an extended period of time to include but not limited to The Family Medical Leave Act (FMLA).

C.10.2.2

The Contractor shall adhere to the following guidelines and take actions to temporarily fill vacancies of CSOs unable to perform under the contract for an extended period of time.

C.10.2.3

Vacancies created by a CSO exceeding 120 days, regardless of reason or status (e.g. FMLA, Workers' Compensation, Medical Issues/MLOA, LWOP, or other) shall be filled on a temporary basis. The temporary CSO position shall not permanently increase the number of allocated CSO positions for any facility.

C.10.2.4

The Contractor shall submit a CSO application package, along with a letter indicating the reason for the temporary CSO, to fill such vacancies. The Contractor shall submit the CSO application package in accordance with Section C.6*, Application Package Requirements*.

C.10.2.5

The Contractor shall adhere to the procedures outlined in *Section C.7, Turnover* with regard to notifying the Government and start-up costs.

C.10.2.6

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 shall be submitted to the USMS prior to the CSO's return, with the exception of CSO's awaiting medical approval to return to contract performance. In these cases the Government will notify the contractor in accordance to section C.9.4 *Annual Medical Examinations and Other Medical Examination Requirements.* If a CSO does not intend to return to the position at any point during the absence, the Contractor shall notify the Government that a vacancy exists and submit a CSO-001 to the OCS within two (2) days after receiving such notification from the CSO. The Contractor shall fill the vacant position in accordance with Section C.7 *Turnover*. When the Contractor places the existing temporary CSO into

the permanent CSO vacancy, the Contractor shall complete and submit a CSO-001 to the OCS to reflect the change, within the first seven (7) business days.

C.10.2.7

CSOs absent and unable to perform under this contract, for any reason, for the period of one (1) year shall be rendered disqualified in accordance with section C.9.4 *Annual Medical Examinations and Other Medical Examination Requirements*. The Contractor shall fill the vacancy in accordance with Section C.7 *Turnover*.

C.10.2.8

All CSOs, whether serving in a temporary capacity or returning from extended absence, shall meet all CSO suitability, medical, and training requirements as specified in the Statement of Work.

C.11 AUTHORIZATION TO PERFORM

C.11.1

The Contractor shall not permit an individual to perform in any capacity until:

- The individual has passed all qualification requirements as stated in the Statement of Work.
- The individual has been determined by the Government to be suitable to perform in such capacity.
- A written notification of such determination has been received from the Chief, OCS.
- After the determination has been received from the OCS Chief, the Contractor shall continue with the hiring process and coordinate the applicant's official start date with the COR.

C.11.2

Once the Contractor directs the individual to perform in an official capacity, the Contractor shall complete and forward the following form to the OCS within seven (7) calendar days:

CSO-009, Notification of a Court Security Officer's Official Performance Date

C.11.3

Once the Contractor directs the individual to perform in an official capacity, the Contractor shall complete and maintain on file the following forms:

- CSO-006, Certification of Court Security Officer Performance Standards
- CSO-008, In-District (Phase I) Orientation Certification
- CSO-014, Court Security Officer (CSO) Weapons Qualification Record

Training and Compliance Branch (TCB)

C.12 TRAINING AND QUALIFICATION REQUIREMENTS

General -The Contractor shall ensure all CSOs receive and successfully complete all training requirements outlined in this section. The Contractor shall provide training development in accordance with the Statement of Work to include, but not limited to*: Weapons Handling and Qualification; In-District Phase I Orientation including on-job-training (OJT); Phase II Orientation OJT; Annual Training; and Remedial Training.*

All qualification and training is mandatory and shall be completed by all CSOs during a time when the CSO is not assigned to a post. No overtime shall be paid by the Government for training.

C.12.1 Weapons Qualification

The Contractor shall qualify each CSO, including applicants, to determine weapons-handling proficiency. In order to be eligible to perform in a CSO capacity, all applicants shall successfully pass the weapons qualification in accordance with J.7(A) *CSO Semi-Auto Handgun Qualification Course* and shall be annotated on the CSO-014.

C.12.1.2

The initial weapon qualification for applicants shall be performed within seven (7) calendar days after the Contractor directs the approved applicant to perform in an official capacity. After an individual has successfully completed initial qualification; the Contractor shall requalify the individual annually.

C.12.1.3

All weapon qualifications will be preceded by an instructor-led review of proper, safe handling procedures for the current service weapon. This review shall be conducted at the qualification site and at a minimum include proper handling and weapon manipulation, procedures for loading, unloading, cleaning, storage, holster use, and an overview of the weapon's safeties (internal and/or external as applicable).

C.12.1.4

When a CSO or applicant fails to meet the weapons qualification standards or cannot exhibit the skills to handle or manipulate the duty weapon safely during the initial or annual qualification 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 two (2) re-qualification attempts within seven (7) calendar days after the first qualification was conducted. If the individual fails to qualify, after the third qualification attempt the Contractor shall not permit the individual to perform under this contract.

C.12.1.5

The Contractor shall independently establish firearm range agreements without the assistance of the Government. All weapons shall be transported to the range site as directed by the COR. In the event the COR requires the Contractor to transport the weapons, the COR will provide the Contractor with a written authorization from the District U.S. Marshal before doing so. The actual qualification shall be conducted with the weapon issued to the CSO by the Government.

C.12.1.6

Any CSO who has an accidental firearm discharge while on duty, shall be immediately removed from the contract pending an investigation (this includes accidental discharges in a clearing barrel). Any CSO who has an accidental firearm discharge on a firearm range will not be automatically removed from the contract, but is subject to an investigation. The Contractor shall notify the COR and OCS immediately. If the results of the investigation determine that the CSO may remain on the contract, the Contractor shall provide the CSO with firearms training and require re-qualification at the Contractor's expense before resuming CSO duties. Refer to section C.14.2 and J.4(A) for Performance Standard Violation (PSV) procedures and *USMS Policy 2.1 Use of Force* (for reporting requirements) following an accidental discharge.

C.12.2 Less-Than-Lethal

C.12.2.1 Oleoresin Capsicum Spray

The U.S. Marshal may authorize CSOs assigned to their District to carry Oleoresin Capsicum Aerosol (OC Spray) device. This is the only less-than-lethal device that may be authorized for CSOs. When 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 Policy 2.1 Less-Than-Lethal Devices,* Section J.4(B), List of Attachments and prescribed in the Statement of Work. The training is provided by the USMS and is generally an eight (8) hour course, although there may be some variations by District.

C.12.2.2

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 COR or U.S. Marshal, to schedule each CSO for annual certification. Re-certification shall occur annually and be scheduled on or about the same time period as initial training. The Contractor shall permit only those CSOs who have successfully completed and currently hold the required certification to carry or use OC Spray.

C.12.2.3

The Contractor shall ensure that qualified CSOs only carry the OC Spray device during their official duty hours. In addition, the Contractor shall ensure that the CSOs conceal the OC Spray device from the public and refrain from inspecting and handling the OC Spray device in view of the public. The Government strictly prohibits the use of personal OC Spray under this contract.

C.12.2.4

The Contractor shall inform the COR 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.

C.12.3 In-District Phase I Orientation

General - In-District Phase I Orientation (Phase I) is a two-step phase and is comprised of eight (8) hours of introductory academic instruction and 32 hours of on-the-job training (OJT). Phase I Orientation is the responsibility of the Contractor. Upon successful completion of the academic instruction and OJT requirements of Phase I, the CSO may be assigned to CSO duties with the exception of posts which require the use of screening equipment.

C.12.3.1

At a minimum, the training provided by the Contractor shall cover the following topics as part of the Phase I Orientation 8 hour academic program [See Section J.7(B), for a description of the Phase I Orientation training course requirements:

- Learning Management System:
  - Introduction of the U.S. Marshals Service
  - Courtroom Environment
  - CSO Duties and Responsibilities
  - Performance Standards
  - Sexual Harassment
  - USMS/DOJ Deadly Force Policy
  - Legal Authority
- Instructor Led or Tailored/Customized LMS to specific District or facility:
  - Post Orders
  - Local Rules
  - Emergency Procedures
  - Occupant Emergency Plan
- Instructor Led Only: Facility Awareness

C.12.3.2

The Contractor shall ensure that all new CSOs satisfactorily complete the academic portion of the In-District Phase I Orientation and have begun OJT within 14 calendar

days after the Contractor directs the approved applicant to perform in an official capacity and prior to assuming CSO duties.

C.12.3.3

Upon completion of the academic portion of the Phase I Orientation, the Contractor shall be responsible for assigning and ensuring that the new CSO completes a 32-hour OJT program. The CSO shall be assigned to work with (paired with) a CSO with at least one year of experience as a CSO. At a minimum, OJT shall consist of familiarization with post orders, local rules, emergency procedures, facility awareness, a review of the Occupant Emergency Plan, and topics covered during the Phase I introductory training. The purpose of the OJT program is to reinforce lessons taught, familiarize the new CSO with policies and procedures, and introduce him/her to the work environment.

C.12.3.4

Examination and Practical Proficiency Demonstration: At the completion of Phase I Orientation, the Contractor shall administer both a written examination through the LMS and conduct a structured practical proficiency demonstration of each CSO's individual skills, knowledge, and abilities related to training. The proficiency demonstration shall be in the form of a self-certified checklist signed by both the applicant/CSO and the experienced, CSO or LCSO who was paired with the applicant.

- The examination shall consist of at least 50 questions and include all subject areas covered during the Phase I Orientation. A passing score of 70% is required to perform on the contract.
- A proficiency assessment is required for each skill which requires demonstrated use and shall be measured as pass/fail or non-applicable. If a CSO/applicant does not pass the examination or proficiency assessment on the first attempt, the CSO may retest two additional times within seven (7) days from the initial test date. If a CSO/applicant does not obtain a passing score on the retest, the CSO may not perform on the contract.

C.12.3.5

After completion of In-District Phase I Orientation, the Contractor shall require the CSO to complete the CSO-008, *In-District (Phase I) Orientation Certification,* [see Section J.2(F), *List of Attachments*], and require the District Supervisor to certify that the individual has satisfied the requirement. The Contractor shall retain a copy of the form and forward the original copy to the COR within seven (7) calendar days of completing the Phase I Orientation.

C. 12.4 Phase II Orientation

Phase II Orientation is a two-step phase and is comprised of Government-provided instruction and 40 hours of on-the-job training (OJT) provided by the Contractor in the District. The Contractor shall be notified in writing by the OCS when Phase II Orientation sessions are to be held and the number of CSOs attending.

C.12.4.1

Within ten (10) business days after the issuance of the notification, the Contractor shall prepare and submit a detailed cost estimate and a written schedule for *those* CSOs eligible and selected to attend the Phase II Orientation. This information shall be coordinated with the COR prior to submission to the OCS.

C.12.4.2

Before a CSO is permitted to attend the Government-provided phase of Phase II Orientation, the Contractor shall ensure that the CSO has successfully completed Phase I Orientation. Only those individuals who have been authorized by the OCS shall attend the Phase II Orientation.

C.12.4.3

The Contractor shall make all necessary staffing coverage and travel arrangements for each CSO and take necessary measures to cover posts while each CSO is attending the Phase II Orientation. Overtime is not authorized to accommodate such staffing coverage.

C.12.4.4

The Government will reimburse travel expenses, on a "one time only" basis, for each CSO who is eligible and actually attends the CSO Orientation in its entirety. The Contractor is responsible for, and will not be reimbursed, travel expenses if a CSO fails to attend or successfully complete the Orientation as scheduled. Travel reimbursement will be made in accordance with FAR 31.205-46, in effect at the time of travel. 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. When making travel arrangements, the Contractor shall minimize costs and secure the lowest attainable price.

C.12.4.5

The Government will reimburse the Contractor up to eight (8) hours <u>at the basic contract rate</u> for travel days and each day that the CSO attends the orientation session in accordance with the terms and conditions of this Statement of Work. 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. Should the CSO travel exceed eight (8) hours, overtime will be considered in accordance with the terms of the Contractor's Collective Bargaining Agreement subject to Government approval of supporting documentation.

C.12.4.6

The Contractor shall require all CSOs to meet the Phase II Orientation requirements. If a CSO cannot attend the Phase II Orientation when scheduled, the Contractor shall explain, in writing, the circumstances preventing the CSO from attending and request approval from the OCS, for the CSO to attend the next scheduled orientation.

C.12.4.7

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

C.12.4.8

Upon successful completion of the Government-provided portion of Phase II Orientation, the Contractor shall be responsible for immediately providing the CSO with a 40-hour OJT program. The Contractor shall assign the CSO to work with (paired with) a CSO with at least one year of experience as a CSO operating screening equipment. The Contractor shall ensure that the CSO receives a minimum of eight (8) hours of OJT on each type of screening equipment. The purpose of the OJT program is to reinforce lessons learned during the Government-provided portion of Phase II Orientation through comprehensive hands-on training or experience. A practical proficiency demonstration shall be completed at the end of the OJT in the form of a self-certified checklist, signed by both the Phase II OJT CSO and the paired CSO or LCSO.

Upon successful completion of both phases of the Phase II Orientation, the Contractor shall retain a copy of the certification; and forward the original copy to the COR to certify that the CSO has met all of Phase II Orientation requirements and the CSO may be assigned to any CSO duty as required by the Statement of Work.

C.12.5 Annual Training

The Contractor shall develop and present 16 hours of approved annual training to all CSOs. The purpose of annual training is to refresh and reinforce prior Contractor provided In-District Phase I Orientation Training and the Government provided Phase II Orientation Training.

C.12.5.1

See Section J.7(C), for a description of the annual training course requirements. All training provided by the Contractor shall utilize a combination of instructor-led, hands-on instruction, and Learning Management System. The Operator Training System (OTS), or similar system, shall be part of X-ray image interpretation training.

C.12.5.2

Annual Training does not have to be completed in a continuous 16 hour period; it can be phased as necessary to accommodate CSO scheduling. However, the Contractor shall track each CSO's performance through the entire 16 hour period to ensure the CSO receives the full benefit of the annual training material. Phasing of the training shall be fully addressed in the Contractor's annual training plan. Overtime and travel are not authorized.

C.12.5.3

Examination and Practical Proficiency Demonstration: At the completion of Annual Training, the Contractor shall administer both a written examination administered through the LMS and conduct a structured practical proficiency demonstration of each CSO's individual skills, knowledge, and abilities related to training.

- The Contractor shall administer a written examination upon completion of the Annual Training. The examination shall consist of at least 50 questions and include all subject areas covered during the Annual Training. A passing score of 70% is required to perform on this contract.
- Proficiency assessments shall be administered for each skill that requires demonstrated use. The proficiency assessment shall be measured as pass/fail or non-applicable. If a CSO does not pass the examination or proficiency assessment on the first attempt, the CSO may retest two additional times within seven (7) days from the initial test date. If a CSO does not obtain a passing score after the second retest, the CSO may not perform on this contract.
- Upon successful completion of Annual Training, the Contractor shall retain a copy of the certifications and forward the original copies to the COR to certify that the CSO has completed all of the Annual Training requirements.

C.12.6 Additional Training

The Government reserves the right to require additional, unanticipated, or special training under this contract which may be Government or Contractor-provided. Requests for equitable adjustment, if any, arising from additional special training shall be provided to the CO for consideration. Any such requests shall include total amount of adjustment and a supporting price breakdown to include details as to how the Contractor calculated the adjustment, and any assumptions used by the Contractor. All adjustment requests shall be evaluated by the Government and are subject to negotiation and a determination by the CO that they are fair and reasonable.

C.13 TRAINING ADMINISTRATION

The USMS has developed mandatory training and qualification requirements for new CSOs in order to refresh, reinforce and build on each CSO's techniques and learned skill sets along with their knowledge and understanding of workplace requirements. This training is considered essential and as such the Contractor shall manage training requirements in a professional and cost effective manner. CSO training starts annually with a required training plan with required lesson plans, and ends with accurate record keeping demonstrating each CSO's completion of all certification and training requirements. The Contractor shall ensure their Quality Control Plan ensures effective contract performance and uses a metric-based inspection procedure that evaluates internal controls, procedures, and practices relative to training requirements.

C.13.1 Training Plan

The Contractor shall provide the OCS a Training Plan covering Weapons Handling and Qualification, Phase I Orientation, Phase II OJT, Annual Training, Remedial Training, Qualifications of Trainers including Weapons Qualification Instructors, and any other training required within the stated number of days following award or the commencement of an Option Period. No training shall commence until the Training Plan has been approved in writing by the OCS. During the time period occurring before the training plan is approved, training may be required for new CSOs. In those instances where training is required before the final training plan is approved, the Contractor and USMS will meet and coordinate and approve a draft plan to allow the required training to occur in a timely manner.

C.13.1.1 Training Plan Deliverables

The Contractor shall provide the training plan in two phases. In-House Phase I Orientation and OJT is essential as new CSOs cannot commence performance under the contract until they have successfully completed their initial weapon qualifications and the academic portion of the Phase I Orientation. All other training plans shall be delivered a month later. In addition to delivery dates for Training Plans, the Government has also set a date for which any corrections to unapproved training plans must be delivered. Immediately upon receipt of training plans and within 10 calendar days, the USMS will review, approve, and accept the plans or return them as unapproved and identify the reasons. The Contractor shall then have an additional 30 calendar period to resolve and correct the training plans for resubmission. The Government anticipates no further extensions will be granted following the additional 30 day calendar period. Contractors shall be responsible for coordinating, meeting, or otherwise resolving those problems with the USMS Training and Compliance Branch (TCB).

Additionally, the Government has established a shorter training plan delivery period for contract Option Periods. Late delivery of training plan may be subject to liquidated damages, see Section F.2, *Clause FAR 52.211-11 Liquidated Damages*.

Training Type	Following Initial Award	Government Review	Final Approval Date
Weapons Qualification Training	Within 30 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Phase I In-House Orientation and On-the-Job Training (OJT)	Within 30 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Phase II OJT	Within 60 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Annual Training	Within 60 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Instructor	Within 30 calendar	Within ten (10)	Within an additional

Qualifications	days	calendar days	30 calendar days
Other	Within 60 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days

Training Type	**Following the exercise of an Option Period**	Government Review	Final Approval Date
Weapons Qualification Training	Immediately	Immediately	Within seven (7) calendar days
Phase I In-House Orientation and On-the-Job Training (OJT)	Immediately	Immediately	Within 14 calendar days
Phase II OJT	Within 30 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Annual Training	Within 30 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days
Instructor Qualifications	Immediately	Immediately	Within seven (7) calendar days
Other	Within 30 calendar days	Within ten (10) calendar days	Within an additional 30 calendar days

C.13.1.2 Formatting

- Initial Submission:
  - All Training and Qualification material shall be provided in an editable electronic format through a web-based application and made accessible to the Government for review and approval, e.g., LMS System, SharePoint, Drop Box, other).
  - Additionally, the Contractor shall provide one complete electronic (CD) and one hard copy of training plans in separate binders.
- Following Final Approval
  - Continued access to the web-based application as required under C.13.2 below.
  - The Contractor shall provide two complete electronic (CDs) and one hard copy of the approved Phase I and Annual Training Plans in separate binders to the TCB within 10 calendar days of receiving approval as the Government's record copy.

C.13.1.3 Training Plan Contents

At a minimum, the training plan shall include the following:

- Strategy for meeting all training and qualification requirements.
- Proposed delivery method for all instruction.
- Proposed training and qualification CSO delivery schedule.
- Proposed training course descriptions and lesson plans.
- Proposed remedial training.
- Sources of any third party training or training material.

C.13.1.4 Lesson Plans

- Annual and Phase II training should not be stagnant. Court Security Officers are confronted daily with new security challenges. The contractor shall take steps to improve training by modifying, enhancing, and implementing new security practices and procedures into the required lesson plans to better secure our facilities and educate and train CSOs to address and mitigate such challenges through the use of Phase I and Annual training. When appropriate, existing lessons plans and the LMS shall be modified to incorporate new security concerns into existing lesson plans to keep the training current.

- All training provided by the Contractor shall utilize an instruction delivery method, or combination of methods, as appropriate to the course of instruction, to include instructor-led, hands-on instruction, Learning Management System (LMS), and as otherwise required under the contract.

- A syllabus has been established for the In-House Phase I Orientation Training [see Attachment J.7(B)]. The courses are titled, numbered, and described.
  - Developing Phase I training is the responsibility of the Contractor.
  - Obtaining the material is the responsibility of the Contractor.
  - However, some information shall be tailored to the facility requiring the Contractor to work with the JSI/CORs and local staff.

- A syllabus has been established for Annual Training [see Attachment J.7(C)]. The courses are titled, numbered, and described.
  - Annual Training is intended to reinforce and build upon prior learning and the techniques and learned skill sets the CSOs have obtained through the Phase I and Phase II Orientations.
  - The materials shall be drawn from:
    - The Contractor's Phase I approved training plan.
    - Supplemented with the Government provided Phase II training materials (to be provided immediately upon award).

C.13.1.5 Instructional Design

The USMS has adopted the lesson plan format used by the Government in developing the Government provided Phase II Orientation training. These materials are provided in Section J, Attachment J.7(D), *Lesson Plan Format and Overview*, along with an example of the desired end product provided under Attachment J.7(E), *Example Lesson Plan.*

The Contractor shall use the provided format and overview instructions to develop a lesson plan for each category or topic identified in paragraphs C.12.3.1 above and as identified in Attachments J.7(B) *In-District Phase I Orientation* and J.7(C) *Annual Training.*

All test questions shall be derived from Enabling Performance Objectives (EPO) identified in each lesson plan. The questions shall be meaningful, clearly stated, and not contain clues to the correct answer. All alternative answers shall be relevant and

plausible. The use of True/False questions shall be minimized. All questions shall be accompanied by a detailed explanation referencing the EPO which the question is derived from and the applicable location of the answer in the training material.

C.13.2 Online Learning Management System (LMS)

The Contractor shall utilize a LMS to facilitate instruction for all training requirements of an academic nature not requiring hands-on proficiency training, practice, or assessment, and as identified in the training syllabi. Phase I and Annual Training shall have an associated test administered through the LMS. The LMS shall track the performance of each individual LMS user and also track other forms of training including hands-on proficiency assessments:

- The LMS shall be provided and hosted by the contractor.
- The LMS shall be accessible from a contractor provided, a public or personal computer with internet access by an invitation-provided user with ID and password format which meets Government security standards and tracks individual user data.
- The LMS shall be capable of handling multiple users and classes simultaneously.
- The LMS shall be capable of tracking the progress and completion of each CSO's training required under the contract, to include Phase I, Phase I OJT, Phase II OJT, Annual Training, Weapons Qualification Training, and any other training required under the contract.
- The LMS will track all training delivery methods to include instructor-led, hands-on instruction, LMS, OJT, or any combination of these training methods used to deliver a course, and as otherwise required under the contract.
- The LMS shall be capable of tracking CSO training hours for all training as applicable and reporting on CSO progress.
- The LMS shall be capable of tracking and printing Certifications earned by each CSO.
- The LMS shall generate training progress reports for Government use.

The Contractor shall provide access and an initial training session to help authorized Government personnel navigate the LMS system for the purposes of inspection, acceptance, and access to training reports (See below C.13.7).

The Contractor shall also provide three (3) test answers or pass keys used for all required testing to allow for Government review and inspection of the tests.

C.13.3 Advance Events Schedule

The Contractor shall provide a training and qualification schedule to the COR at least one week in advance of the subsequent month's proposed training schedule. Subsequent or emergent changes in the training schedule must be provided to the COR as soon as possible, but in all cases, prior to actual training. The schedule shall include the name of the individuals to be trained/qualified, as well as the date, time, and location of the training/qualification event. The Contractor shall ensure that training does not conflict with any existing USMS policies or procedures.

C.13.4 Training Instructors

All instructor-led training shall be conducted by trained instructors. Training instructors shall have a minimum of one (1) year documented training experience and certification obtained from a law enforcement, military, accredited institution of learning (school, college, university), Government entity (Federal, State, County, Local), or educational certification body (agency board, commission, equipment manufacturer). The Contractor shall insure all instructors are knowledgeable and have extensive experience in the subject area in which they teach. The Contractor may propose, by written request, an employee for a Training Instructor position who lacks prior certification or experience, provided the Contractor offers evidence of training experience or certification. The acceptance of any proposed substitute is "by name only" and at the discretion of the Office of Court Security.

C.13.5 Weapon Qualification Instructors

All qualifications shall be administered by a certified firearms instructor who was previously certified by a law enforcement, military, or nationally recognized authority (e.g., National Rifle Association, Civilian Marksmanship Program) and complies with the *CSO Semi-Auto Handgun Qualification Course*. (See Section J.7(A), List of Attachments). The instructor shall have specific experience in handgun marksmanship training. The Contractor is required to maintain the instructor certification records on file centrally during the entire contract period, or as otherwise directed by the Government.

C.13.6 Records and Reports

C.13.6.1 CSO Records

All training, testing, and qualification records, or copies thereof shall be originals as required by the COR; and shall remain on file with the Contractor during the entire contract period, or as otherwise directed by the Government. These records shall be centrally maintained by the Contractor and available to the Government upon request for the purpose of periodic compliance reviews.

C.13.6.2 Training and Weapons Qualification Instructors

A current listing of Training and Weapons Qualification Instructors shall be maintained in accordance with Section J – *List of Attachments*, J.7(F) at all times and available to the Government on request. The listing shall provide as a minimum: instructor name, certification, certifying entity and date of certification, experience, area of instruction, assigned districts and the Contractor's certification that the instructor is knowledgeable and has extensive experience in the area of instruction.

C.13.7 Evaluation of Training

The Government reserves the right to conduct periodic evaluations of the quality and completeness of all qualification and training provided to all CSOs. Evaluations shall include, but not be limited to: reviews of techniques and methods of instruction, techniques and methods of motivation, adequacy of classroom and supportive adjunct training materials, and individual CSO job knowledge, skills, retention, and test results.

C.13.8 Changes to Training Requirements

When deemed appropriate, the Government may require that alterations, changes, or modifications be made to the Contractor's training plans, program, schedule, and/or instructor cadre.

C.14 COMPLIANCE WITH CSO PERFORMANCE STANDARDS

C.14.1 Responsibility

The Contractor shall ensure all employees maintain satisfactory standards of competency, conduct, appearance, and integrity. The Contractor shall enforce appropriate disciplinary actions when necessary up to and including removal at its own discretion or by the direction of the Government. The Contractor shall ensure that all CSOs receive and certify on a CSO-006 *Certification of Court Security Officer Performance Standards* that they have received the CSO performance standards outlined below prior to assuming duties. The Contractor shall maintain these forms and submit to the Government upon request. If any of the standards are violated, the Contractor shall report any/all performance standard violations to the COR immediately in accordance with *Section H.10 Procedures for Addressing Court Security Office (CSO) Misconduct or Failure to Perform*. Additionally, the Government reserves the right at all times to determine the suitability of any Contractor employee to serve as a CSO (see Section *H.9 Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards*). Should a CSO be removed from the contract, the Contractor shall follow the requirements of section *C.7.3 Turnover*.

C.14.2 Performance Standards and Violations

All CSOs performing under this contract shall comply with all standards found throughout the Statement of Work as well as all other sections of the contract to include Section H.7 *Deadly Force Policy* and Section H.10 *Procedures for Addressing Court Security Officer (CSO) Misconduct or Failure To Perform*. The following list of violations is not intended to be all inclusive; rather it is representative of the types of violations that are generally encountered. The list categorizes violations under six (6) different subsections: *Criminal Activity, Fraud, Misconduct, Insubordination, Security Procedures, and Dereliction of Duty*. These categories merely represent a useful organizational structure. They are not intended as a description or overall characterization of the individual offenses. All CSOs performing under this contract shall:

Criminal Activity

C.14.2.1 Immediately 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 COR).

C.14.2.2 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 COR.

C.14.2.3 Not engage in criminal and/or habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, shall not possess illegal drugs.

C.14.2.4 Not operate a Government vehicle or any other vehicle: a) in an improper manner, or b) under the influence of intoxicants or drugs. The CSO shall maintain a valid, unrestricted driver's license in the CSO's state of residence (mandatory eyeglass wear is not considered a restriction under this provision).

Fraud

C.14.2.5 Not knowingly give false or misleading statements or conceal material facts in connection with employment, business, investigation or any other official record.

C.14.2.6 Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.

Misconduct

C.14.2.7 Not engage in immoral, dishonest, infamous, disrespectful, or notoriously disgraceful behavior that reflects poorly on the U.S. Marshals Service or the U.S. Courts.

C.14.2.8 Not accept or solicit gifts, favors, or bribes in connection with official duties.

C.14.2.9 Not disclose any official information to the media or be a source of any news or press releases. All press inquiries shall be brought to the attention of the COR. This restriction does not prohibit protected "whistle blowing" activities or protected union activities.

C.14.2.10 Not discriminate against or sexually harass any person.

C.14.2.11 Ensure that all financial obligations are met.

C.14.2.12 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.

C.14.2.13 Not possess, use, lose, damage, or otherwise take Government or other private or public workplace property, including confiscated or abandoned property, without authorization from the COR.

C.14.2.14 Not use abusive or offensive language, engage in quarreling, intimidation by words or actions, fighting, or other disruptive activities.

C.14.2.15 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; to include not allowing jury members, prisoners, witnesses, protected persons, or their family members and friends into the CSO's home or living quarters (temporary or permanent). A CSO shall notify his/her employer and COR if he/she has a personal or professional relationship with any of the above.

C.14.2.16 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.

C.14.2.17 Not discuss official information, e.g., duty assignment (particularly manpower), weapons, security precautions, or procedures, with members of the public, unless specifically authorized by the COR.

C.14.2.18 Not enter into discussions with Government officials outside the chain of command unless authorized to do so in advance by the chain of command or by the COR. If prior authorization is not possible, the CSO shall immediately notify chain of command or COR of the discussion.

C.14.2.19 Not disclose or discuss disciplinary actions with anyone in the workplace other than their employer, union representative, or authorized USMS personnel with a need to know.

Insubordination

C.14.2.20 Not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for the CSOs work. Not demonstrate public disrespect for supervisory personnel or lawful orders issued by Government or contract representatives. Not undermine by word or deed the authority of supervisory personnel or Government representatives charged with court security or oversight of CSO performance.

Security Procedures

C.14.2.21 Ensure weapons are secured in a safe place (e.g. free from theft, tampering, misplacement, or misuse) and concealed from view when not in use. Weapons shall not 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. Ensure service weapons are handled, stored, and carried in a safe manner and in accordance with all post orders and common safety procedures.

C.14.2.22 Not carry or use any unauthorized security equipment or weapons.

C.14.2.23 Not misuse official authority, Government-issued equipment or Government property. See also section C.15.5.1 concerning misrepresentation or misuse of authority associated with the CSO special deputation (such misrepresentation or misuse shall be considered grounds to prohibit the individual from performing under this contract).

C.14.2.24 Not violate official site security procedures, instructions, post orders or regulations.

C.14.2.25 Comply with all prescribed safety regulations, safe working procedures, and practices.

Dereliction of Duty

C.14.2.26 Not move or monitor USMS prisoners.

C.14.2.27 Not gamble or enter into games of chance with any person while on duty. Not engage in or promote, gambling or betting while on Government-owned or leased property.

C.14.2.28 Not close or abandon any post prior to scheduled closure unless directed to do so by a supervisor. The CSO shall remain awake and alert at assigned post until properly relieved or until the post is scheduled to be secured.

C.14.2.29 Not conduct private or personal business on duty.

C.14.2.30 Not neglect duties or fail to render assistance in accordance with official duties and responsibilities.

C.14.2.31 Not consume or possess alcoholic beverages while on duty. Shall not consume alcoholic beverages for at least eight (8) hours prior to reporting to duty. Shall not report for duty under the influence of or while impaired by alcohol.

C.14.2.32 Not consume any controlled substances as defined in Title 21, U.S.C. § 812 Controlled Substances Act. Shall not report for duty under the influence of, or while impaired by, any controlled substance. Note: CSOs taking any prescription medication shall be capable of performing the requirements of the Statement of Work.

C.14.2.33 Not use any electronic device while on duty except those authorized by the Government for use or issued by the Government for official business.

C.14.2.34 Not use any personal electronic devices, reading materials, or other material not associated with official business while on duty except in emergency situations.

C.14.2.35 Not allow individuals or unauthorized personnel to loiter at or near an official post.

C.14.2.36 Not assume duties unless he/she has been in non-working status for a minimum of eight (8) hours prior to reporting for duty, except when the CSO is required to work overtime by the COR.

C.14.2.37 Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. Exceptions shall be requested in writing from the COR.

C.14.2.38 Not surreptitiously record conversations between Government, law enforcement, or Contractor employees.

C.14.2.39 Not perform any type of bailiff or clerk duties in the courtroom.

C.14.2.40 Not take physical custody of any court evidence.

C.14.2.41 Not engage in the jury selection processes or procedures.

C.14.2.42 Not leave the court facility to procure meals for the Court and/or jurors. Not escort jurors to lunch unless directed by the COR.

C.14.2.43 Not drive or escort judges to off-site functions.

C.14.2.44 Not act as a receptionist for the Court or USMS.

JSI Field Support Branch (JFSB)

C.15 AUTHORITY

C.15.1

CSOs and LCSOs working on this contract shall monitor and observe occupants and visitors for compliance with the Federal Management Regulations, 41 CFR 102-74, Rules and Regulations Governing Conduct on Federal Property, and the facility's posted rules and regulations.

C.15.2

CSOs and LCSOs shall enforce Federal law while performing the assigned duties under a Government contract. This includes but is not limited to:

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

C.15.3

If a CSO detains any individual, the CSO shall immediately turn the detainee over to the USMS or responding law enforcement official and complete a CSO-003. The CSO may be summoned as a witness to the incident.

C.15.4

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 actual 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 COR and the hours serving as a witness will be deducted from the Contractor's invoice.

C.15.5

In order to facilitate the security services required herein, the Government, through the local U.S. Marshal, shall deputize all CSOs and SSOs as deemed necessary with a limited special deputation. 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 or SSO is performing in an official contract capacity at the designated site authorized by the Government. When an individual is no longer performing as a CSO or SSO, the local U.S. Marshal shall revoke the special deputation.

C.15.5.1

In accordance with provision H-9(e) *Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards*: misrepresentation or misuse of authority associated with the CSOs and SSOs special deputation shall be considered grounds to prohibit the individual from performing under this contract.

C.15.5.2

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

C.16 POSITION AND STAFFING POST REQUIREMENTS

C.16.1 Changing Positions

C.16.1.1

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 less Federal holidays and other days when the court is closed. The Government reserves the right to increase or decrease the *positions and or hours* 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.

C.16.1.2

The Contractor shall provide CSO coverage by using a combination of full-time and shared positions. Shared positions are primarily necessary and required to:

- Provide full staffing level coverage.
- Cover CSO absences.
- Temporarily fill vacancies.
- Provide a security presence during extended court hours.

- Increase security levels as needed.
- Avoid unnecessary use of overtime.

The Contractor shall ensure that their personnel assigned to shared-time positions are available and flexible to accommodate unplanned security schedules. Specifically, CSO personnel assigned to a full-time position are considered full-time employees and shall normally be scheduled *to work* up to a 40-hour work week, excluding holidays. CSO personnel assigned to shared-time positions are considered part-time employees and shall be used to augment and fill scheduling vacancies as necessary as long as the cumulative scheduled hours do not exceed the task order. Overtime and/or any wage hours that exceed the task order shall be authorized and approved in advance by the COR. Any unauthorized overtime and/or wages in excess of the task order that are not approved in advance by the COR is at the expense of the Contractor.

C.16.1.3

Each facility generally includes a mix of shared and full-time positions. A shared position shall be authorized based on a one to five (1:5) ratio, unless otherwise directed by the Government. Deviation of this requirement will be approved by the Chief, OCS, and directed by the CO. 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, OCS.

C.16.2 Post Relief

C.16.2.1

The Contractor shall provide adequate relief and continuous coverage for all post assignments as determined by the individual task order(s). All posts designated by USMS will be manned unless otherwise directed by the COR. Contractor shall ensure that each CSO is capable of performing the duties at each post and shall routinely rotate all CSOs through all posts.

C.16.2.2

The Contractor shall coordinate a schedule that ensures security levels are maintained at all times, particularly during CSO breaks.

C.17 ALTERNATE LOCATIONS, SPECIAL SECURITY, AND TEMPORARY POST ASSIGNMENTS

C.17.1

When deemed necessary, the Contractor shall provide at the Government's request 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.

C.17.2

When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with FAR 31.205-46. The Contractor shall

complete and submit a CSO-010, *Court Security Officer (CSO) Travel Authorization*, Section J, *List of Attachments*, to the COR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor shall submit CSO-011, *Court Security Officer (CSO) Travel Expense Reimbursement*, Section J, *List of Attachments*, as instructed in Section G, *Contract Administration Data*. When 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. 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.17.3

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 or shared time CSOs to work additional hours, when the COR 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 a workweek or in accordance with the terms of the Contractor's Collective Bargaining Agreement.) Overtime shall only be approved and directed by the COR, with approval from the CO. The Contractor shall provide the required services when notified by the COR to do so. During such times, the Contractor shall also be responsible for any supervision or direction of the CSO performing during the extended period. The COR will convey any variations in duties to the Contractor.

C.18 APPEARANCE AND UNIFORM STANDARDS

C.18.1 General

The Contractor shall require CSOs performing under this contract to maintain a clean, neat, and well-groomed appearance. Appropriate grooming standards contribute to a professional appearance and safety measures. Because appearance varies from one local environment to another, certain grooming standards may be adapted to conform to the respective environments. However, more conservative grooming standards tend to promote professionalism and performance. Additionally, personal rights and religious freedoms must be considered when modifying the more conservative standards.

C.18.2 CSO Appearance

C.18.2.1

<u>Hair and Nail Length</u> - The Contractor shall ensure CSOs maintain a functional, neat, and professional appearance. Hairstyles must be kept to a length that will not detract from optimum security or present a safety hazard to the CSO. Fingernails should be

maintained at a length that will not restrict proficient use of the firearm or present a safety hazard to the CSO.

C.18.2.2

Jewelry Restriction - The Contractor shall ensure that all CSOs limit the wearing of jewelry except for the following: wristwatches, medical alert bracelets/ID tags, wedding, engagement and class rings. Any exceptions are to be approved in writing by the COR.

C.18.3 CSO Uniform Standards

Mandatory uniform standards apply to this contract. These standards are established and can only be changed by the Government. If operational requirements necessitate a uniform change, the Contractor shall submit a written uniform change request through the COR to the Chief, OCS, for consideration. Uniform standards shall not be deviated from unless approval has been granted by the Chief, OCS and a written direction has been issued by the CO.

C.18.3.1 CSO Uniform Requirements

CSO Uniforms are Government Furnished Property (GFP) as indicated on the C.19.1 Table, and as such, these uniforms are subject to FAR *Clause 52.245-1 Government Property* incorporated in Section I of the contract and the requirements found in paragraphs C.18.3.1.2, C.18.3.1.4, and paragraphs C.19.2 through C.19.5 below.

C.18.3.1.1

Within 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 the CM and DS, or allow them to wear such uniforms. 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 shall 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 Dacron polyester and 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 shall be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets. After an incumbent CSO has served two (2) consecutive years under the current contract, or under a combination of the current and a prior CSO contract, the Contractor may issue one winter jacket instead of the blazers, if requested by the CSO. The winter jacket may be substituted for the number of blazers that would cost the same as the jacket.
Winter Jacket (to include authorized rainwear and cold weather gear)	0	Winter coats (jackets or parkas) are not initially issued as part of the CSO Uniform. Existing winter coats are made available to the CSO or LCSO as GFP. Rainwear is not part of the CSO Uniform and is made available to the CSO and LCSO as GFP. (See paragraph C. 18.4 Uniform Variations.) However, as stated immediately above, after two (2) consecutive years of serving as a CSO under the current or under a combination of the current and prior CSO contract, a winter coat tradeoff is allowed against the annual issuance of blazers. Winter coats (jackets or parkas) shall be “police duty” type and must be dark navy blue or black in color. Fur-type collars are optional. These coats shall have securable side vents for easy access to the weapon. All rainwear and cold weather gear (winter coats,

		jacket or parkas) shall have a Court Security Officer patch on the left breast pocket and "Court Security Officer" silk screened or stenciled on the back of the jacket in 3 inch block font letters on three lines.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional gray. Salient features include cut, color, and 3-ply fabric that is of Dacron polyester and 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. High heel shoes are not permitted.
Socks	6	Dark color

C.18.3.1.2

- Uniforms are part of Contract Line Item (CLIN) #2, (see Section B *CLIN #2 Start-Up Costs)*. Each element of CLIN #2 is be invoiced separately (independently of the other startup cost elements) on a monthly basis. The MAR (see C.24.6 and Attachment J.3(F)) shall be updated to reflect the uniform issuance each month and a copy shall accompany the invoice. The MAR uniform issuance date and the invoice period should match monthly.

- The Government will not compensate uniform 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 (4) months prior to the start date of the current contract, the Contractor is not required to reissue a new uniform nor is the Government liable to pay the start-up cost for such situations.

- The Contractor is responsible for maintaining an annual inventory of uniform issuance as part of C.19, below.

C.18.3.1.3

The Contractor shall purchase and replace uniforms worn by the CSOs and shall use the same supplier to maintain uniformity.

C.18.3.1.4

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 when mandated by the COR or U.S. Marshal. The uniform should be sized to permit wearing of body armor at any time. When a CSO is out of uniform while on official duty, the Contractor shall relieve the CSO from duty and provide a replacement immediately. When a CSO is relieved for this cause, the Government is not obligated to pay the Contractor for the CSO's non-availability. The Contractor shall also ensure uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.

C.18.3.1.5

The Government will issue each CSO an official pocket identification badge; name tags that shall be worn while performing in an official CSO capacity in accordance with Local Rules. The pocket identification badge shall be worn in the blazer breast pocket and shall not be modified in any manner. All pocket badges shall comply to the USMS' official contract specifications. Displaying any item other than the USMS seal on the pocket badge is prohibited.

C.18.3.1.6

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 COR. Deviations in this requirement will be authorized by the COR and applicable to all CSOs in the District.

C.18.4 Uniform Variations

C.18.4.1

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.

C.18.4.2

The use and purchase of rain gear shall be approved in advance and in writing by the Chief, OCS. The Contractor shall submit a written request through the COR to the Chief, OCS, for consideration.

C.18.4.3

The Contractor shall add all approved uniform variations to the uniform inventory.

C.19 GOVERNMENT FURNISHED PROPERTY

C.19.1

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 (one annual qualification and duty carry allotment)	Name Tags
Soft Body Armor Kit	Radio (Issued to post)
Handcuffs	Radio Charger
Handcuff Case	Radio Batteries
Firearm	Radio Carrying Case/Belt Clip
Firearm Holster (Belt Type)	Radio Earphone
Firearm Magazines	Standard Uniform/Clothing Items
Oleoresin Capsicum (OC) Spray *(Optional)*	Specialized Uniforms (Only when authorized by the Government)
Pocket Identification Badge	Winter Jacket (to include authorized rainwear and cold weather gear)

C.19.3

The Contractor shall create and maintain records of all GFP, including Government provided and Contractor acquired property, in accordance with the contract terms and conditions (see FAR Clause 52.245-1) and as follows:

- Property records shall be in maintained in a format that is subject to Government review and approval.
- The approved property records shall constitute the Government's official records.
- Property records shall be complete, current, and auditable and include the following:

- Physical inventories maintained on an annual basis through the life of the contract:
  - Inventories are due within 45 days of contract award, and
  - Annually at the end of each contract period.
- A property control system to control, protect, preserve, and maintain all property issued by the Government until the Contractor has been relieved of the responsibility.
  - Following award, or at any other time, should the Contractor discover shortages of or damages to GFP, the Contractor shall provide a statement of the condition and apparent cause of the damage to the COR. 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 armor, radios or any other items lost, damaged, or destroyed by the Contractor's employees.
  - GFP shall be stored at the location designated by the Government.

- Property Records to include inventories shall remain on file with the Contractor during the entire contract period, or as otherwise directed by the Government. These records shall be centrally maintained by the Contractor and be made available to the Government upon request for the purpose of periodic compliance reviews.

C.19.4

The CSO property inventory report shall provide, at a minimum:

- The location of the inventory:
  - The District, site, and storage location for shared GFP.
  - The name of the CSO to whom GFP is issued.
- A description and unit quantity of all non-serialized GFP, e.g. 15 holsters, right-handed, 4 inch, uniforms, pocket identification badge, handcuff case, and other. Handcuffs, although serialized, do not have to be listed individually.
- A description of all serialized GFP, e.g., weapon, make, model; serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued.

C.19.5

The Contractor shall ensure that each CSO is properly equipped and using only Government furnished property while performing under this contract (CMs and DS's are prohibited from using GFP and shall not be issued any of the items listed above in this Statement of Work).

C.19.6

The Contractor shall ensure CSOs return all Government furnished equipment to the Government's designated storage area at the completion of the CSOs shift. Under no circumstances shall the Contractor or its employees (CSOs) remove any Government issued property from the duty station, with the exception of the CSO uniform, 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 COR immediately when any CSO violates this provision. When such violations occur, 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.

C.19.7

All GFP shall be returned to the COR for disposition at the time of:

- Contract transition to successor contractor.
- When damaged or inoperable.
- When, if for any reason an individual is no longer performing in a CSO position, the Contractor shall ensure that the CSO/LCSO immediately relinquishes these items and returns them to the Government.

C.19.8 Firearms

The Government will issue and determine the type of firearms to be used under this contract. Furthermore, the Government reserves the right to change the type of firearm as deemed necessary at any time during performance period of this contract. The Contractor, including all CSOs performing under this contract, shall not use or display firearms and any other weapon issued under this contract except as stated within the Statement of Work. These weapons shall only be used by qualified CSOs and during the CSOs official hours and at their official designated duty location. See Paragraph C.12 Weapons Qualifications.

C.19.9 Oleoresin Capsicum Spray

The Government will issue and determine the type of Oleoresin Capsicum Aerosol (OC Spray) devices to be used under this contract. Furthermore, the Government reserves the right to change the type of OC Spray as deemed necessary at any time during performance of this contract. The Contractor, including all Oleoresin Capsicum Spray qualified CSOs performing under this contract, shall use OC Spray devices as appropriate and only during the CSOs official hours and at their official designated duty location. See Paragraph C.12.2 Oleoresin Capsicum Spray Qualifications.

C.19.10 CSO Soft Body Armor Kit

C.19.10.1

For life protection purposes, the Contractor shall provide, within 30 days after the Contractor directs the approved applicant to perform in an official capacity, one Soft Body Armor Kit. All soft body armor issued will be in accordance with USMS policy, no deviations are authorized. [See J.4(D), *USMS CSO Soft Body Armor Requirements*]

The Contractor shall ensure that all replacement armor is issued before the manufacturer's ballistic protective component(s) warranty expires. Armor shall not be

issued more than 30 days in advance of expiration, with the exception, any armor with a September expiration data shall be replaced in August.

After issuance of the initial body armor, should a CSO not have serviceable armor the CSO can only perform contract duties with written authorization from the COR.

C.19.10.2

The USMS reserves the right to make wearing the soft body armor mandatory for certain posts or at certain threat levels in accordance with local rules; otherwise the wearing of the armor is at the CSO's own discretion. In either case, the Contractor shall ensure the soft body armor is readily available onsite, serviceable, and fits properly.

C.19.10.3

The Contractor shall be required as follows:

- Ensuring proper fit is the responsibility of the Contractor. Each CSO shall be available and measured by the Contractor or its designated representative.

- All soft body armor issued to the CSOs is to be inspected for proper fit and determined to be free from defects and damage.

- All CSOs shall inspect and maintain their soft body armor as recommended by the manufacturer.

- All soft body armor shall be inspected by the Firearms Instructor during the annual weapons qualification and its fit and serviceability recorded on the CSO-014 (see C.12.1).

- Lost or stolen soft body armor shall be reported to the COR within 24 hours from the time the item was regarded missing. All lost or stolen body armor shall be replaced no-later-than 30 days from the date lost.

C.19.10.4

Soft body armor will be replaced by the Contractor at the expense of the Government 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 is not responsible for replacement costs when: (1) the armor is lost or stolen; (2) the 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 CSO.

C.19.10.5

Alterations to the soft body armor shall only be made by the manufacturer.

C.19.10.6

All CSO Soft Body Armor is considered Government property and shall be returned to the Government at end use. Armor is fitted to an individual and shall not be reissued. Replaced armor shall be returned to the COR in the same month new armor is issued.

C.19.10.7

Failure to comply with this provision or any COR direction regarding soft 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,* as stated in the Statement of Work.

C.20 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS

C.20.1

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.

C.20.2

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

- Include 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. Include a clear photograph of the employee.
- Indicate the employee's current height, weight, date of birth, and gender.
- Must be wallet size, (approximately 2" x 31/4) similar to a driver's license.

C.20.3

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

C.21 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. Working in these conditions shall be preapproved by the COR before the hours are worked.

C.22 EMERGENCIES

C.22.1

In the event of an emergency, the Government reserves the right to direct the activities of the CSOs.

C.22.2

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.

C.22.3

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. When a CSO refuses to cooperate, the Contractor and the COR shall be promptly notified of the situation.

C.22.3.1

As soon as practicable, the Contractor shall document the event thoroughly and concisely in the Daily Activity Log (see Section C-24.2, *Deliverables or Performance*, for additional details) and Form CSO 003, *Court Facility Security Incident Report*.

C.22.3.2

The Contractor shall inform the COR 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.

C.23 OVERTIME AND HOLIDAY PERFORMANCE

C.23.1 Overtime

C.23.1.1

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 by the COR <u>and</u> with approval of the CO, to work additional hours. In such cases, the COR shall inform the Contractor, in writing, to perform the additional hours.

C.23.1.2

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 or in accordance with the terms of the Contractor's Collective Bargaining Agreement. However, the Government is only liable to pay for these services when the Government requests a variation in the schedule and the request results in overtime usage.

C.23.1.3

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

C.23.1.4

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

AQB, TCB, JFSB

C.24 REPORTS

C.24.1 Daily Time and Attendance System

C.24.1.1

The Contractor shall provide and maintain at all times an automated and integrated *Daily Time and Attendance System (T&A System)* as an official time and attendance record for each court facility authorized CSOs (see Section B.2 and Section J.1(C) and (D) for official court facility locations). The T&A System shall have an electronic capability for automated recording and storing the CSOs in and out time. The T&A System shall comply with the contract invoicing requirements and be capable of providing accurate reports and invoices at the District Level.

The T&A System shall be hosted by the Contractor and made accessible using Contractor provided equipment and software with internet access by an invitation-provided user with ID and password format which meets Government security standards. The T&A System shall be installed during the transition period and be operational on the contract start date.

The Contractor shall provide the software licenses necessary for each District and the USMS Headquarters to access the T&A system as appropriate, see C.24.1.3 and C.24.1.4 below**.**

C.24.1.2

The T&A System shall be provided and managed by the Contractor utilizing an approved flexible and secure web-based, automated **time attendance application** capable of managing time and attendance for hundreds of security officers working at multiple nationwide locations in compliance with the Federal Government regulations.

At a minimum, **the time attendance application shall be integrated** and work seamlessly with:

- Scheduling software capable of fully supporting the complexities of scheduling both full and shared-time security guard services from week to week.
- Payroll processing.

- Employee-related human resource requirements. The scheduling function shall be capable of scheduling the employee's leave schedule, penalties, training, and the Government's special functions, unplanned events or overages, emergencies, and other potential short-notices.

The Government anticipates the integrated T&A System shall ensure contract compliance, prevent unauthorized time-keeping tampering or manipulation, minimize overtime, and minimize both Contractor and Government administrative issues through the T&A System detail captured for contract employees at multiple sites with multiple pay rate requirements.

C.24.1.3

The T&A System shall provide data and reports to both Contractor and Government managers with an electronic means to quickly analyze current information and generate reports regarding basic and routine managerial information, e.g., headcounts, overtime, spending rates, and other.

C.24.1.4

The integrated time and attendance system, records, and reports shall be maintained centrally by the Contractor and made available to the Government upon request, or as otherwise required under the Contract. The T&A System shall be made part of the Contractor's Quality Control Plan, and is subject to Government inspections and audits.

C.24.2 Daily Activity Log

The Contractor shall maintain a *Daily Activity Log* at each post, as directed by the COR. The *Daily Activity Log* shall be maintained on continuous basis and shall capture all CSO post-related activities. At the Government's request, the Contractor shall make the log available for review and inspection.

C.24.3 Court Facility Monthly Statistical Summary Report

The Contractor shall complete and submit the *Court Facility Monthly Statistical Summary Report* (see J.3(A) *List of Attachments CSO-002)* to the COR by the tenth (10th) calendar day of each month. This report is designed to collect statistical information on weapons, prohibited items, and incidents that are threatening or appear to threaten the safety and security of the Judiciary. In addition to the above, it is also designed to capture the details of all incidents involving arrests or detainment and other serious incidents such as, disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, occurring inside or outside of the courtroom that are detected and/or confiscated or otherwise required CSO action. The Contractor shall document the number of hours each CSO performs in the following areas: courtroom assignment, travel, and other (as defined in the CSO-002 instructions). The CSO-002 must be reviewed and signed by the COR prior to forwarding it to the OCS.

C.24.4 Court Facility Incident Report

A CSO shall prepare and submit the Court *Facility Incident Report* (see J.3(B) *List of Attachments CSO-003)* whenever involved or observes a suspicious or security-related incident at a court facility. With the exception of false alarms or alarm tests, all incidents such as, but not limited to: disruptive persons, threats, forced entry, illegal weapons, open arrest warrants, suspicious packages, other, shall be reported immediately to the COR of the District on CSO-003, within 24-hours of the occurrence.

C.24.5 Emergency Systems Report

The Contractor shall provide an electronic monthly *Emergency Systems Report* to confirm the testing, the condition, and the status of all duress alarms, control panels, and battery-operated emergency lighting, as required by this contract and as stated in post orders. The Contractor shall provide the report to the COR by the tenth (10th) of each month. The Emergency Systems Report shall indicate the name of the CSO that performed the tests, the date and time the tests were conducted, the location of the alarms, control panels and lighting, and be presented in a Government approved format (see Section F.3).

C.24.6 *Monthly Activity Report*:

The *Monthly Activity Report* (MAR) is an official record of reportable activities that occur each month within each district. It is used by the USMS daily and is considered to be a living repository of information on contract requirements and deliverables. It should be updated as information changes and must be certified as complete and accurate as of the last day of the month.

The Contractor shall use the Government provided electronic *Court Security Officer Monthly Activity Report (MAR) template* (See Section J.3(G)) and submit an electronic copy, tailored for each District, to the Government by the tenth (10th) calendar day of each month. The Government reserves the right to add or remove data fields to/from the MAR.

C.24.6.1 The report compiles information related to many requirements of the contract. A sample of the report is included under Section J.3(G). The report includes detailed information on:

- Position Summary (Circuit) to include:
  - Start Date
  - Last Med Exam Date
  - Uniform Issue Date
  - Body Armor Expire Date
  - Weapons Qualification Date
  - Phase I Training Completion Date
  - Phase II Training Completion Date
  - Annual Training Completion Date
- Staffing by Facility
- Vacancies
- Billing
- Monthly Hours Worked

C.24.6.2 The report and data will be reviewed and analyzed by the offices listed below. The Contractor shall provide an electronic copy of the data on CD-ROM or other media mutually acceptable to the Government and the Contractor. For security and privacy reasons, the Contractor is prohibited from transmitting any data to the Government over public internet, e-mail or fax systems.

United States Marshals Service
Judicial Security Division
Office of Court Security
2604 Jefferson Davis Highway
Alexandria, VA 22301

Each designated COR.
(Refer to respective task orders for the mailing address.)

Administrative Office of the United States Courts
One Columbus Circle, N.E.
Court Security Office, Room G-310
Washington, DC 20544

C.24.6.3

The Government reserves the right, at no cost to the Government, to convert the MAR from its present electronic spreadsheet to another standardized Government-provided electronic database or other format.

C.25 QUALITY ASSURANCE

The Contractor's Quality Control Inspectors shall conduct inspections in accordance with the Court Security Officer and Corporate Quality Control Plans (QCPs) as frequently as necessary to ensure effective contract performance, and each court facility shall, at a minimum, be inspected on a quarterly basis. The QCPs shall include, but is not limited to: contract conformance to include quality of services, schedule/timeliness, and business relations.

- The QCP shall explain a metric-based inspection procedure that evaluates internal controls, procedures and security practices relative to all major areas of contract administration and management.
- The Contractor shall, at its own expense, undertake necessary or additional quality controls when the Contractor's performance indicates a need for additional quality control measures.

C.25.1 Court Security Officer (CSO) Quality Control Plan (QCP)

The Contractor shall provide the CO a detailed CSO QCP within 30 calendar days of contract award. The CSO QCP shall address quality control as it relates to the LCSOs and CSOs performing under this contract at the District Level.

C.25.1.1

The Contractor's QCP is not limited to, but at minimum:

- Shall demonstrate the Contractor's ability:
  - To consistently provide the level of service required under the design/detailed SOW.
  - To assure compliance with all applicable statutory and regulatory requirements.
  - To identify and correct negative trends.
- Shall include the following:
  - The type and frequency of the Contractor's quality control actions and inspections.
  - The Quality Control Inspectors (QCI) qualifications.
  - Quality Inspection Checklist Templates.
- Shall use a performance metric to measure the QCP considering:
  - High value/critical requirements.
  - Delivery performance.
  - Currency and accuracy of reports.

C.25.1.2

LCSO's and CSO shall not serve as QCIs or perform QCI duties under this contract.

C.25.1.3

QCI travel is not reimbursable under CLIN #4, CSO Reimbursable Travel, and is the responsibility of the Contractor

C.25.1.4

The Contractor shall brief the COR immediately of any deficiency discovered during a Quality Control Inspection, and provide the COR with a written report detailing the deficiency and the corrective action taken within ten (10) calendar days of the incident.

C.25.2 Corporate Quality Control Plan (QCP)

- Additionally the Contractor's QCI shall conduct inspections in accordance with the Corporate QCP as frequently as necessary to ensure effective contract management. The Corporate QCP shall include, but not be limited to:
  - Business relations with the USMS Headquarters staff.
  - Management of key personnel.
  - Cost control.
  - Compliance with Small Business Subcontracting Plan.
  - Compliance with System for Award Management (SAM) Requirements.

- The Contractor shall provide the CO a detailed Corporate QCP within 30 calendar days of contract award

C.25.3 Records

All reports shall remain on file with the Contractor during the entire contract period or as otherwise directed by the Government. These records shall be centrally maintained by the Contractor and be made available to the Government for the purpose of periodic compliance reviews or upon the request of the Government.

C.25.4 Government Assurance and Reviews

The Government shall use any method deemed necessary to ensure the Contractor and contract employees are following the terms of the contract. These methods are not limited to, but include the following:

- Unannounced record audits.
- Surveillance by USMS staff.
- Unannounced Facility Security (intrusion) Tests.
- Surveys of Contractor performance.

C.26 PHASE IN and PHASE OUT TRANSITION PERIOD

C.26.1 Phase-In and Phase-Out Transition Table

Days	Successor Contractor (Phase-In)	Incumbent Contractor (Phase-Out)
60 days **prior** to the end of contract performance in the final contract period		*If the Contractor is not the awardee, the Contractor shall commence all activities necessary to fully exercise the approved Phase-Out Transition Plan.
60 days **prior** to the end of contract performance in the final contract period	The Contractor shall begin Phase-In activities by working simultaneously with the incumbent contractor toward a seamless 60 day Phase-In period, and ensuring a smooth and complete transition occurs on the start date of the new contract. As a minimum, the transition activities shall include: • Transfer of knowledge, experience, and lessons learned to the new Contractor.	The Contractor shall begin Phase-Out activities by working simultaneously with the successor contractor toward a seamless 60 day Phase-In period, and ensuring a smooth and complete transition occurs on the start date of the new contract. As a minimum, the transition activities shall include: • Transfer of knowledge, experience, and lessons learned to the new Contractor.

	• Assistance in start-up to ensure no disruption in service and a smooth transition. • Appropriate transfer of property, documentation or personnel, as agreed to, between the parties and the COR.	• Assistance in start-up to ensure no disruption in service and a smooth transition. • Appropriate transfer of property, documentation or personnel, as agreed to, between the parties and the COR.

*Note: Once contract is awarded, the Successor Contractor becomes the Incumbent Contractor.

C.26.2

Within 90 days following contract award, the Contractor shall submit to the Contracting Officer for approval a Phase-Out Transition Plan. At a minimum, the transition plan shall address the transfer of all digital and hard copies of in-progress working files, historical files, briefings for incoming personnel, timelines and standards for completion. See Section F.3(a)15.