

SECTION F**DELIVERIES OR PERFORMANCE****F-1 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)**

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$180.71 per calendar day of delay.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F-2 DELIVERABLES

- (a) The Contractor must provide the following deliverables (reports and data) as indicated below:
 - (1) *Court Security Officer Monthly Activity Report*: The Contractor must complete and submit in type written form, a *Court Security Officer Monthly Activity Report*, which is provided in Section J, Attachment 3(K). Separate reports are required for positions authorized by the USMS via an inter-agency agreement.
 - (2) The Contractor must submit the Court Security Officer Monthly Activity Report to the following individuals listed below by the tenth calendar day of each month:

<i>Addressee</i>	<i>Number of Copies</i>
Program Support Services Team Judicial Protective Services Judicial Security Division Suite 600/CS-3 United States Marshals Service Headquarters Washington DC 20530-1000	Original
Contracting Officer Judicial Security Contracts Judicial Security Division Suite 600/CS-3 United States Marshals Service Headquarters Washington DC 20530-1000	One copy
Each designated COTR <i>(Refer to respective task orders for the mailing address.)</i>	One copy
Administrative Office of the United States Courts One Columbus Circle, N.W. Court Security Office, Room G-310 Attention: [REDACTED] Washington, DC 20544	One copy

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- (b) The Court Security Officer Monthly Activity Report is subject to the review and approval of the Judicial Protective Services. The Contractor must make corrections and revisions as deemed necessary by Judicial Protective Services or the Contracting Officer.
- (c) Contractor's Employee Actual Pay and Benefits Data -- At the request of the Contracting Officer, the Contractor must submit the names of all current employees that performed on this contract, their full-time and part-time status, anniversary date, their appointed site address and their actual pay rate and employment benefit compensation. The data should be compiled to reflect the personnel assigned to each District. The Contractor waives any objection to the USMS use of such data, including disclosure to offerors during any future solicitation process.
- (d) Forms and Other Pertinent Documents: The Contractor must submit the following additional forms and data as indicated in the chart below:

Title of Form or Document	Submit To:	Required:
Certificate of Medical Examination for Court Security Officer USM-229	Chief, Judicial Protective Services	Within 14 days after the need or request of a new CSO Annually thereafter
Subcontracting Report for Individual Contract, SF 294	Contracting Officer	Semiannually (by April 30 and October 31 or as directed by the Contracting Officer)
Summary Subcontract Report, SF 295	Contracting Officer	Annually by October 31 (or as directed by the Contracting Officer)
Claim for Reimbursement of Expenditures on Official Business, SF 1164	COTR	Submit with monthly invoice for reimbursement of travel expenses Including supporting documentation, i.e., receipts
Travel Voucher Summary, FS/FASSG	COTR	Submit with monthly invoice for reimbursement of travel expenses. Including supporting documentation, i.e., receipts
Public Voucher for Purchases and Services Other than Personal, SF 1034	COTR	Submit with monthly invoice for reimbursement of travel expenses. Including supporting documentation, i.e., receipts
Contract Pricing Proposal, SF 1411	Contracting Officer	Submit <i>with</i> cost proposal when contract action exceeds or is expected to exceed \$500,000
CSO Incident Report	COTR Chief, Judicial Protective Services	Submit within 48 hours after an incident. The report is required for each incident reported on a CSO 002 form.
Personnel Qualifications Statement, USM 234	Chief, Judicial Protective Services	Within 14 days after the need or request of a new CSO
Weapons Qualification and Familiarization Record, USM 333	Chief, Judicial Protective Services COTR	Annually, by December 31

Title of Form or Document	Submit To:	Required:
FBI Fingerprint Card, FD 258	Chief, Judicial Protective Services	Within 14 days after the need or request of a new CSO.
Military Discharge Certificate, Department of Defense (DD) 214	Chief, Judicial Protective Services	Within 14 days after the need or request of a new CSO.
CSO Monthly Statistical Summary, CSO-002	COTR	By the 10th of each month.
CSO Transfer/Resignation / Termination Sheet, CSO-009	COTR Chief, Judicial Protective Services	Two days after resignation or termination.
New and Replacement CSO Transmittal Sheet, CSO-010	Chief, Judicial Protective Services	Submit with personnel package.
Performance Standard Certificate	Chief, Judicial Protective Services	Required for all Contractor personnel prior to contract performance.
Entry on Duty Transmittal Sheet	Chief, Judicial Protective Services	Two days after entrance on duty
CSO Equipment Inventory Report	COTR	Within 30 days after each contract period.
Designated Physician (Medical Practitioner's Data Sheet)	Chief, Judicial Protective Services	Within 30 calendar days after contract award and annually thereafter
Annual Training	Chief, Judicial Protective Services and Contracting Officer	Annual certification

F-3 PERIOD OF PERFORMANCE

- (a) **Base Contract Period:** The base contract period of this contract will commence from the effective date of the contract award, as specified on the contract award document, and continue as stated in Section B-3, Period of Performance.
- (b) **Individual Task Orders:** The period of performance for any task orders will be as specified on each individual task order, but subject to the following:
- (i) The Contractor must recruit staff and forward all required personnel documentation to the Judicial Protective Services within 14 calendar days after issuance of the task order.

- (ii) The Contractor must not commence work until security and personnel clearance requirements as required by the contract have been met, unless otherwise directed by the Contracting Officer.

F-4 WORK WEEK

For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday.

F-5 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government shall have the unilateral option of extending or renewing this contract beyond the initial period for additional periods of up to twelve months at a time, or less, each upon the same terms and conditions as contained in this contract at the time said option(s) are exercised.
- (b) The Government reserves the right to award options in increments of less than twelve months duration while at the same time retaining its right to a full twelve month performance period at the fixed price offered for the full twelve month period. When such incremental option periods are necessary to protect the best interests of the Government they shall be classified as Option I(a), I(b) etc. A combination of incremental options cannot exceed a 12-month period at which time the ensuing option period will take effect in accordance with the terms and conditions of this contract.
- (c) If the Government exercises this option to extend the term of the contract, the contract as renewed shall be deemed to include the option provision. However, the total duration of this contract, including the exercise of any option(s) under this article, shall not extend beyond the number of years priced in Section B of this solicitation.
- (d) The Contractor is cautioned that the exercise of the options is a Government prerogative, not a contractual right on the part of the Contractor. If the Government exercises the option(s) within the time frames prescribed herein, the Contractor shall be contractually bound to perform the services for the option period(s), or in the event he fails to perform, be subject to the termination for default provisions of this contract.
- (e) The option shall be exercised by the Contracting Officer giving written notice of the Government's exercise of such options prior to expiration of the contract, or within 15 calendar days after funds become available for the option period. Such exercise shall not have effect unless the Contracting

Officer has given preliminary written notice of the intent to exercise such option at least 60 days prior to the last day of the contract term.

- (f) It is recognized by the parties that a full annual appropriation may not be available to the Government to fund the entire option term at the time the option is due to be exercised. Predicated upon the passage of a continuing resolution, the Government may exercise the option for the full term subject to the passage by the Congress of a full annual appropriation signed by the President.

F-6 CLAUSES INCORPORATED BY REFERENCE:

Clause No.	Clause Title
52.242-15	Stop-Work Order (AUG 1989))
52.242-17	Government Delay of Work (APR 1984)