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Description of document: **US Department of Justice United States Marshals Service Court Security Officer Contract for 12th Judicial Circuit at Washington DC [for Maryland, Virginia, Washington DC] with Inter-Con Security Systems, Inc., Pasadena, CA (CSO Contract DJMS-08-D-0015), August, 2007**

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Office of General Counsel
Department of Justice
United States Marshals Service
Washington, DC 20530-1000
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March 10, 2008

William E. Bordley, Associate General Counsel
Office of General Counsel
United States Marshals Service
Department of Justice
CS-3, 12th Floor
Washington, D.C. 20530-1000

FOIA REQUEST

Dear Mr. Bordley:

I am requesting a copy of the **Judicial Security Contract** for each of the following Circuits:

- Third Judicial Circuit
- Fifth Judicial Circuit
- DC Circuit

Please provide a searchable electronic copy of these records on a CD-ROM.

I am requesting a fee waiver, as the disclosure of the requested records will contribute significantly to public understanding of government operations and/or activities. This information will be widely distributed, free of charge, to FOIA and investigative reporting news groups.

If any records are withheld or redacted, please include a "Vaughn Index" (1).

If you have any questions, please call me.

Thank you,

(1) VAUGHN INDEX - The term "Vaughn Index" originated from *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), cert. denied, 415 U.S. 977 (1974), wherein the court rejected an agency's conclusory affidavit stating that requested FOIA documents were subject to exemption. *Id.* at 828. "A Vaughn Index must: (1) identify each document withheld; (2) state the statutory exemption claimed; and (3) explain how disclosure would damage the interests protected by the claimed exemption." *Citizens Comm'n on Human Rights v. FDA*, 45 F.3d 1325, 1326 n.1 (9th Cir. 1995). This detailed affidavit " 'permit[s] the court system effectively and efficiently to evaluate the factual nature of disputed information.' " *John Doe Agency v. John Doe Corp.*, 493 U.S. 146, 149 n.2 (1989) (quoting *Vaughn*, 484 F.2d at 826).



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

March 10, 2008

RE: Freedom of Information/Privacy Act Request No. 2008USMS11658
Subject: Judicial Security Contracts (third and fifth judicial circuit, DC circuit).

Dear Requester:

The United States Marshals Service is in receipt of your Freedom of Information/Privacy Act request for records maintained by this Bureau. We have commenced a search for documents responsive to your request and will contact you when our processing is complete.

Although we are unable to determine at this time the amount of fees to be charged to you, if any, the filing of your request constitutes your agreement to pay all applicable fees that may be charged under 28 C.F.R. § 16.11 or § 16.49, up to \$25.00. You will be notified as soon as practicable if the estimated or actual fee for satisfying your request exceeds \$25.00.

If you should have any questions, please contact Gerleta Foreman at (202) 307-8565.

Sincerely,

Gerleta Foreman
for

William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel



U.S. Department of Justice

United States Marshals Service

Office of General Counsel

Washington, DC 20530-1000

May 5, 2008

Re: Freedom of Information Act (FOIA) Request No. 2008USMS11658

The United States Marshals Service (USMS) is responding to your request for a copy of the judicial security contracts for the 3rd, 5th, and DC Judicial Circuits.


Pursuant to your request, the USMS conducted a search of its files and established that the USMS contracts with MVM, Inc. (No. DJMS-08-0011 - 3rd circuit); and Inter-Con Security Systems, Inc. (Nos. DJMS-08-0013 - 5th circuit and DJMS-08-D-0015 - 12th (DC) circuit) are responsive to your request. We have determined to grant you access to these contracts, consisting of 1,205 pages. The requested records are being provided to you on the enclosed CD, as you requested.

Section B Specification and Pricing Sheets incorporated into the contracts were excluded. Please advise us in writing if you seek access to this information. If so, we will initiate the business submitter notification procedures pursuant to 28 C.F.R. § 16.8(d) and (f) to provide the submitters an opportunity to object to disclosure of Section B Specification and Pricing Sheets and correspond with you accordingly. Should the business submitters object to disclosure, be advised that the review process may be time consuming and may require payment of (substantial) review fees. Also, an advance payment may be required before processing begins. Please note, you must pay review fees even if you receive little or no material. See 28 C.F.R. §16.11(b)(7). Accordingly, your written request for Section B Specification and Pricing Sheets should include your agreement to pay all fees associated with your request.

Page Two

If you have any questions, please contact Arleta D. Cunningham by telephone at (202) 307-9052.

Sincerely,

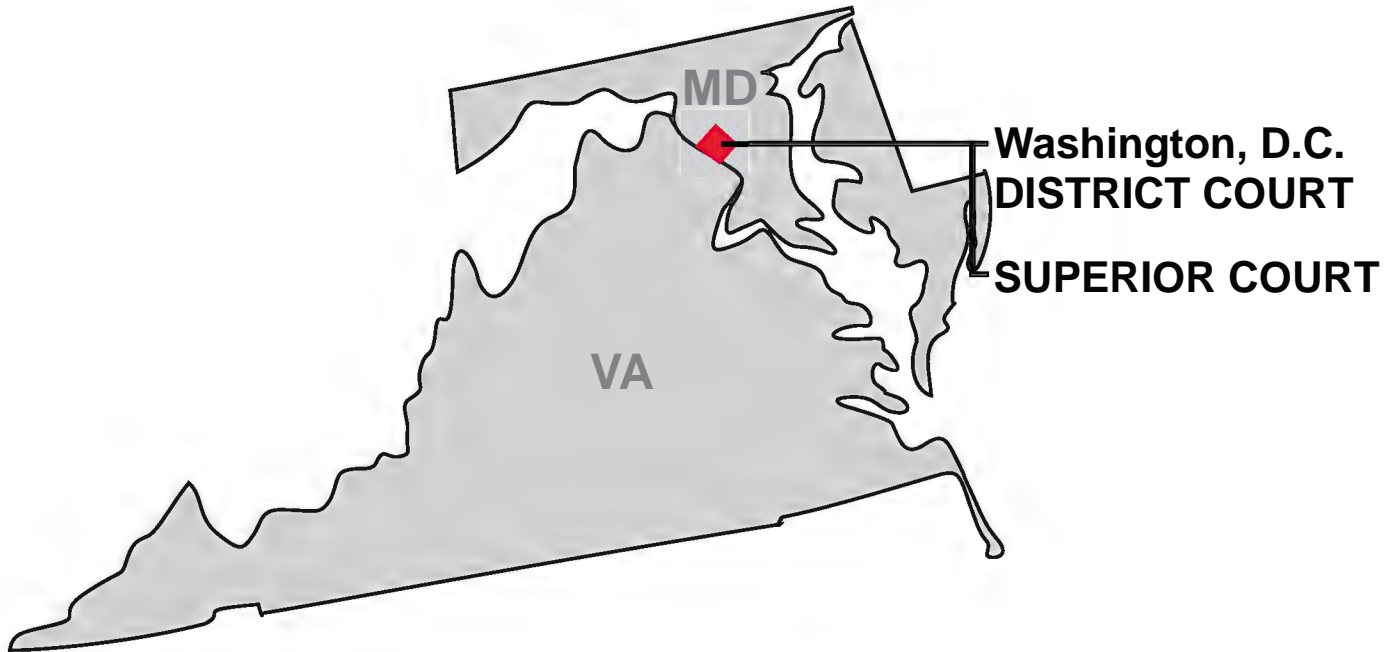

for William E. Bordley
Associate General Counsel/FOIPA Officer
Office of General Counsel

Enclosure



12th Judicial Circuit

CSO Contract DJMS-08-D-0015



Inter-Con Security Systems, Inc.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1	OF PAGES 138
2. CONTRACT NUMBER DJMS-08-D-0015		3. SOLICITATION NUMBER DJMS-07-R-0011		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED August 3, 2007	
7. ISSUED BY Headquarters United States Marshals Service Office of Security Contracts, Suite 702, Crystal 4 Washington, DC 20530-1000		CODE		8. ADDRESS OFFER TO (if other than item 7) Same as item #7 Attn: Mr. Franklin Miles		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in SEE SECTION L until 5:00PM EST local time SEPTEMBER 6, 2007
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.211 5-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	NAME FRANKLIN MILES	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS FRANKLIN.MILES@USDOJ.GOV
		AREA CODE 202	NUMBER 307-5015	EXT.	

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	14
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION / SPECS / WORK STATEMENT	53	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	3
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	5
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	24
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	5
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within by 01/30/08 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	___ CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO. <u>See Attached</u>	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR DUNS 07-619-2475 Inter-Con Security Systems, Inc. 210 South De Lacey Avenue, Pasadena, CA 91105		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Neil Martau, Executive Vice President			
15B. TELEPHONE NUMBER AREA CODE (626) NUMBER 535-2210 EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE <i>Neil Martau</i>	
				18. OFFER DATE January 17, 2008	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 12th Judicial Circuit		20. AMOUNT See Attached	21. ACCOUNTING AND APPROPRIATION N/A
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Cont' Sheet	
24. ADMINISTERED BY (if other than item 7) See Item #7 Above		25. PAYMENT WILL BE MADE BY See Continuation Sheet of SF 33	
26. NAME OF CONTRACTING OFFICER (Type or print) Franklin Miles		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
		28. AWARD DATE FEB 19, 2008	

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

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Continuation Sheet for SF 33(Numbers correlate with numbers on page 1)

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated):

<u>Amendment No</u>	<u>Date</u>
A015	8/17/2007
A025	8/30/2007
A026	8/30/2007
A027	9/08/2007
A037	9/14/2007
A039	9/25/2007

19. 12th Judicial Circuit

20. This is an ID/IQ type contract. Requirements are defined by the task orders. The minimum ordering quantity is defined in Clause H-10.

21. Specified on Individual Task Orders.

23. Item 7 and individual Task Order.

25. See Task Order.

PART I – SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES / COSTS

B-1 DESCRIPTION OF SERVICES

- (a) The Contractor must provide all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided) and plan, schedule, coordinate, and assure effective performance of security services at the place of performance in accordance with the terms, conditions and statement of work.
- (b) The pricing for services required by Lead Court Security Officers (LCSOs), Court Security Officers (CSOs) and Site Supervisors have been divided into three separate categories that are defined below. The category of start-up cost is **not applicable** to the services for **site supervisor**. The categories are as follows:
 - (1) Basic Rate - Rate for all court security services performed, except overtime, Sunday through Saturday, including holidays if the courthouse should be open. Medical exams and weapons training are allowed 2 hours each and billable at the Basic Rate. The 8-hour training is billable at the Basic Rate.
 - (2) Start-up Cost – The Start-up Cost includes *all* yearly Contractor expenditures for LCSO and CSO uniforms, weapon qualifications, range costs, and medical examinations required to demonstrate that the individual meets the minimum medical standards.

The Government is responsible for paying the actual start-up cost for each LCSO and CSO for each contract period up to the limit specified herein. These start-up costs are applicable when:

- (a) the Contracting Officer enhances the number of positions; or
- (b) the Contractor is required to hire replacement pursuant to one of the conditions stated in Section C-8, *Turnover*.

For LCSOs or CSOs who have started work less than four months prior to the new contract period the Contractor is not entitled to the start-up cost.

All start-up requirements for new uniforms, weapons, and medical qualifications must be completed for all personnel annually, except those having come on board during the previous four months.

If the contractor uses the USMS range for weapons qualification, the amount proposed for the weapons qualification portion of the start-up cost will be deducted from the contractor's invoice.

- (3) Overtime Rate - The Government will pay overtime when the LCSO or CSO is required by the Contracting Officer's Technical Representative (COTR) and approved by the Contracting Officer to work more than a 40-hour work week. (See Section C-26, *Overtime and Holiday Performance*.) For the purposes of defining a work week for performance under this contract, a work week is from Sunday through Saturday.
- (c) Wage Determination (WD): In order to ensure a stable and experienced workforce, the prospective contractor must, at a minimum, maintain the wages and benefits currently paid to the incumbent Lead Court Security Officers and Court Security Officers covered under a Wage Determination. The most current wages and benefits for each LCSO and CSO covered under a Wage Determination are included in Section J.
- (d) Collective Bargaining Agreement (CBA): Any valid CBA will be incorporated into the contract and the offeror must propose in accordance with the Service Contract Act as it applies to Collective Bargaining Agreements.
- (e) Labor Escalation

After contract award, the USMS intends to request that the contract have the LCSO category conformed by the Department of Labor in accordance with the Service Contract Act. LCSO rates will then be governed by Wage Determinations. The National Labor Relations Board (NLRB) has twice issued decisions indicating that LCSOs are not considered management personnel and should be included in any collective bargaining agreements. However, there is no guarantee that LCSOs will be conformed by DOL or that it will be completed by October 1, 2007 to be included in the first or subsequent option year price adjustments. Once conformed, the offeror will be entitled to a price adjustment in accordance with the Service Contract Act.

B-2 PRICING SCHEDULES

The pricing schedules for the Judicial Circuit and each facility in the circuit requiring support is provided in attachment 1 (C) . The positions are estimates for planning purposes only. The requirements (CSOs, LCSOs and Site Supervisors) to be furnished are determined by task orders issued against this contract. The task orders requirements may be higher or lower than the estimates for positions cited in attachment 1 (C) .

B-3 ESTIMATED QUANTITIES

- (a) The Government will order and the Contractor must furnish the stated minimum quantity of supplies or services as described in Section H-10, *Quantities for Minimums and Maximums*.
- (b) The Government's estimated ceiling will be specified in each individual task order.
- (c) The Government reserves the right to remove services from any individual district, as long as this removal does not cause the Government to fail to order the guaranteed minimum number of hours under the contract.

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SECTION C

DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C-1 BACKGROUND

- (a) One of the major responsibilities of the United States Marshals Service (USMS) is to ensure the safety of all federal courts and court employees against unauthorized, illegal, and potentially life-threatening activities. For more than two decades, the USMS has sought the services of the private sector to provide highly qualified and skilled individuals to assist in this effort. These individuals are traditionally known as Court Security Officers (CSOs), and their duties are classified as court security services. Individuals hired to perform as a result of an Interagency Acquisition Agreement are designated as Special Security Officers (SSOs). Agencies authorized to acquire SSO services under such agreement are listed in Attachment 5(A) under Section J. These agencies perform limited contract and all administrative functions such as background investigations and medical qualifications for their respective SSOs.
- (b) The Judicial Security Division has responsibility for coordinating federal court security activities throughout the United States and its territories.

C-2 SCOPE

The Contractor must provide all necessary personnel, management, supervision, administrative support, office facilities, transportation, materials, supplies, office equipment, and clothing not provided by the Government (See Section C-27, *Government Furnished Property*), to perform court security services for the USMS. During the term of this contract, including any extensions, the security coverage required may change (increase or decrease) as deemed necessary by the Government.

C-3 CONTRACTOR PERSONNEL AND PERFORMANCE REQUIREMENTS

- (a) Contract Manager:
 - (1) Managing the requirements of this contract is considered a critical function. For that reason, the Contractor must provide and solely dedicate a highly skilled and experienced Contract Manager for each circuit specified under this contract. The Contract Manager

must:

- (i) Have the ability and authority to make decisions on behalf of the company, particularly on personnel related issues.
 - (ii) Have authority to supervise all individuals working under this contract.
 - (iii) Be available to the Government on a 24-hour basis, by way of a pager and telephone, to ensure Contractor response in the event of an emergency or other exigent circumstance.
 - (iv) Have the ability to carry out all administrative functions efficiently, effectively and in a timely fashion without the use of CSOs.
 - (v) Ensure all contractor employees perform all duties and requirements of this contract and comply with the performance standards mandated in Section C-14, *CSO Performance Standards*.
 - (vi) Serve as the main point of contact for the Government to discuss technical and security related requirements, which includes receiving and executing daily technical direction from the Contracting Officer's Technical Representative (COTR).
- (2) The minimum qualifications of the Contract Manager are as follows:
- (i) Be a citizen of the United States of America;
 - (ii) Be able to read, write and speak the English language fluently;
 - (iii) Possess a Bachelor's degree or have five years of managerial experience with projects similar in size and scope to this contract;
 - (iv) Be able to pass the background investigation mandated for CSO applicants (See Section C-18, *Background Investigation Requirements and Procedures*);

- (v) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (3) When the Contract Manager is unavailable for any reason, the Contractor must designate someone to act in the Contract Manager's capacity. The individual designated to act as the Contract Manager must meet the stated Contract Manager's minimum qualification requirements.
- (4) The Government will review and approve the Contractor's recommendation for all Contract Managers. The Contractor must notify the Government, in writing and in advance, if any change in the Contract Manager's position will occur or has occurred. A copy of this notification must be provided to the Chief, Office of Court Security, the Contracting Officer, and the COTR. Such notification must outline the details of the change, include the effective date(s) of the change and must specify changes in information which might affect the Government's ability to contact the Contract Manager. The notification must also include any new essential information, i.e., Contract Manager's address, telephone, and pager numbers.
- (5) Contract Manager is not required to meet the CSO medical standards, weapons qualifications, and uniform requirements stated below.
- (b) Site Supervisor(s):
 - ((1) The Contractor must provide a Site Supervisor for the Districts and at the site indicated in accordance with the task orders issued for security services. The Government may add or delete the requirement of a Site Supervisor position at any location and at anytime during the performance of this contract. Site Supervisor positions are considered part of the Contractor's managerial staff and perform as direct line supervisors. Primarily, the Site Supervisor(s) must oversee and manage the day-today operations of the CSOs/LCSOs and maintain quality control of the security services performed by the CSOs/LCSOs. At a minimum, the Site

Supervisor must visit each facility within a district where CSOs/LCSOs are assigned at least three times per quarter. Additional visits may be required if directed by the Government. The Government may use the following guidelines/criteria for requiring Site Supervisors:

- A district having at least 50 positions. If a district meets this criterion, there is no minimum limit on the number of sites.
 - A district has at least 30 positions and three or more sites
 - A district has more than five sites
- (2) If a District meets one of the above criteria during the life of the contract, the Government may, at its sole discretion, order a Site Supervisor by modifying the existing task order.
- (3) Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO/LCSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.
- (4) Site Site Supervisor personnel must possess at least five years of supervisory experience and meet the minimum CSO qualification requirements. Site Supervisor personnel are prohibited from performing as a CSO and will not be subjected to the uniform, medical or physical requirements stated in this contract.

(c) Lead Court Security Officers (LCSO):

- (1) The Contractor must provide a LCSO at each court facility stated in Section B of this contract. For facilities designated to operate on a "24-hour" basis, the Contractor must provide three LCSOs, one to cover each of the three shifts in a work day.
- (2) The Contractor must require the LCSO to maintain and monitor all post performance required by this contract. In addition, the Contractor must require the LCSO to keep the COTR informed about post coverage, potential problems, and the actions that will be taken to correct the problem(s). The LCSO must also coordinate daily activities at their respective facility directly with the COTR to:

- (i) act as liaison between the Contract Manager, Site Supervisor and the COTR;
 - (ii) provide direct supervision to all CSOs;
 - (iii) assure all posts are covered as directed by the Government;
 - (iv) assure all CSOs are present and in proper uniform;
 - (v) determine any changes that may be required in the District's daily routine; and,
 - (ii) assure all Government-issued equipment and property are accounted for.
 - (3) The LCSO is also required to function simultaneously as a full-time working CSO. When a LCSO is absent, the Contractor must designate an individual to act as and perform the responsibilities of the LCSO.
- (d) Court Security Officers (CSO):
- (1) The Contractor must provide qualified CSOs at each district facility designated by the Government. It is the express intention of the USMS to maintain consistency in CSO duties in order to provide the maximum amount of security possible. In this regard, the COTR in each district will provide the Contractor with post orders/standard operating procedures for each post assignment. In the event of an emergency, the Government may require the Contractor to cover posts and perform duties outside of the court facility. The Contractor must also ensure that all duties required of the CSO will be performed within the scope of this contract. At a *minimum*, CSOs will be required to perform the following:
 - (i) Entrance Control - The CSO must enforce the district's entry and identification system. This includes operating security screening equipment to detect weapons, contraband, and prohibited items, checking such items as handbags, briefcases, computers, packages, baby carriages, wheel chairs, etc. Any items confiscated during the screening process must be documented on a CSO Form 003, *Court Facility Incident Report*, (See Section J, *List of Attachments*) by the CSO and turned over to the COTR.

The documentation must provide a thorough account of the confiscation. Upon completion, the CSO must provide the report to the COTR.

- (ii) Roving Patrol - The CSO must patrol court facilities and grounds of the facility in accordance with applicable post orders.
- (iii) Stationary Post Assignments - The CSO must stand guard at stationary posts. This may include monitoring closed circuit television, duress alarm systems or other such equipment, courtrooms, judges' chambers, and jury rooms.
- (iv) Escort Duties - For official purposes and when deemed necessary by the COTR, the CSO must provide armed escort services for judges, court personnel, jurors, and other designated individuals. Generally, this may include escorting an individual(s) to a garage or parking area, from one room to another, one floor to another, or from one facility to another facility. The CSO may also be required to travel and/or drive an individual in a Government-owned vehicle for official functions only. However, advanced authorization from the COTR is required for this security service. *Escort services for the movement and protection of money is strictly prohibited.*
- (v) Garage Parking and Pedestrian Control - Where applicable, the CSO must direct traffic and control lights on court facility properties, as described in the post orders/standard operating procedures. If traffic is controlled by the CSO, the CSO must be tactful and courteous at all times when issuing warnings to individuals who violate facility-parking regulations. The CSO must also report abandoned vehicles to the COTR immediately.
- (vi) Law and Order
 - (A) In addition to the duties listed above, the CSO is responsible for detaining any person attempting to gain unauthorized access to Government property, or a court proceeding(s) or attempting to commit acts that imperil the safety and security of

Government employees, property and the public.

- (B) If a person is detained, the CSO must immediately turn the detainee over to the USMS and complete a CSO Form 003, *Court Facility Incident Report*. The CSO may be summoned as a witness to the incident.
- (C) When a CSO serves as a witness to an incident that occurred during their official post assignment, the time doing so will be compensated as if the CSO actually performed their normal duties. In such cases, the Government will pay the Contractor the appropriate contract rate. If the Judiciary compensates a CSO for serving as a witness, the amount paid by the Judiciary must be reported by the Contractor to the COTR and deducted from the Contractor's invoice.
- (vii) Reports and Records - The CSO must prepare on a daily basis various reports and records regarding contract performance issues, such as labor hours worked (both regular and overtime hours), accidents, fire, bomb threats, unusual incidents or unlawful acts that occurred within the court facility area. All reports and records prepared under this contract are law enforcement sensitive in nature and considered Government property. The Contractor must ensure that all reports are prepared in a complete and accurate manner and make them available to the Government for review at all times. The Contractor must prepare and submit all reports and records to the Government in accordance with the requirements stipulated in Section F, *Deliverables or Performance* of this contract.
- (viii) Court Attendance - The CSO must secure unattended courtrooms; inspect courtrooms prior to a proceeding; test security devices and report the findings to the COTR; and, perform other duties concerning security of the court area.
- (ix) Preserve Order - The CSO must provide security presence in the courtroom; enforce federal law and judicial orders within the courtroom; enforce local court rules regarding prohibited items and provide protection to court

proceedings as circumstances dictate.

- (x) Telephone Usage - The CSO must utilize Government furnished telephones located at an official post only for the purposes of conducting the services required under this contract.
- (xi) Lost and Found - The CSO must turn over any articles found in a court facility or designated facility to the COTR.
- (xii) Performance Requirements for Level One through Four Proceeding – The U.S. Marshal of each respective district will classify the proceeding and determine when or if CSOs will be utilized. There are four different proceeding levels and each is based on the sensitivity and risk of the proceeding. They are defined below.
 - (A) Level I: The anticipated security risk of a particular civil proceeding is determined to be low or a non-hazardous situation—that is, there are no indications of potential disruptions or violence in the courtroom. This level also applies to criminal pretrial proceedings when the defendant is not present, provided there are no indications of a likelihood of disruption or violence in the courtroom. A Deputy Marshal is not required to be present.
 - (B) Level II: A particular civil proceeding is determined to be generally non-hazardous; still there are indications of the potential for disruption in the courtroom. All criminal proceedings and post-trial proceedings at which the defendant is present start at this level of anticipated risk. The U.S. Marshal, or designee, will determine the need for a Deputy Marshal to provide security in a Level 2 proceeding on a case-by-case basis.
 - (C) Level III: A particular criminal or civil trial or post-trial proceeding is determined to present a substantial opportunity for potentially disruptive or violent actions. One Deputy Marshal, at a minimum, is required to be present in this proceeding.

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

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

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

C-4 AUTHORITY AND JURISDICTION

- (a) In order to facilitate the security services required herein, the Government, through the local U.S. Marshal, will deputize all CSOs performing under this contract 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 is performing in an official contract capacity at the designated site authorized by the Government.
- (b) After a CSO has been deputized, the Government will issue a credential that must be carried when performing in an official CSO capacity at or between the federal work sites designated and authorized by the USMS. CSO credentials are issued for identification purposes only and are considered Government furnished property. When an individual is no longer performing as a CSO, the Contractor must immediately secure and return the credential to the COTR. The official CSO credential will be issued and controlled by the office of the Chief, Office of Court Security.

- (c) In accordance with provision H-3, *Removal of CSOs and Other Contractor Personnel*, misrepresentation or misuse of authority associated with the CSO's special deputation will be considered grounds to prohibit the individual from performing under this contract.
- (d) Under the authority of this special deputation, the U.S. Marshal may also require and authorize the CSO to transport Government issued firearms. When this task is required, the local U.S. Marshal will authorize and issue such task in writing and the Contractor must ensure that the CSO assigned to conduct the task receives and carries this written authorization while doing so.

C-5 POSITION AND STAFFING POST REQUIREMENTS

- (a) Changing Positions:
 - (1) Section B, *Supplies or Services and Price/Cost*, specifies the initial number of authorized positions at each court facility. The Contractor must fully staff the specified CSO positions by the official commencement date of this contract. A position requires the Contractor to provide security coverage 40-hours each week (Sunday through Saturday, in some cases), less Federal holidays and other days when the court is closed. The Government reserves the right to increase or decrease the positions and court facility locations, as deemed necessary, including reclassifying the positions from full-time to shared, or shared to full-time. Accordingly, the Government may increase the number of CSOs at any location set forth in Section B of the contract at the current hourly rate specified for that location or at a new location within the same USMS district.
 - (2) Net increases to the number of authorized positions during any one contract year are limited to 100 percent of the maximum number of positions authorized at any district, unless agreed otherwise by the Contractor and the Government.
 - (3) The Contractor must provide CSO coverage by using a combination of full-time and shared positions. Full-time positions require a CSO to work a 40-hour workweek, 52 weeks per year, excluding holidays. Shared positions require two CSOs to work a combined total of 40-hours a week, 52 weeks per year, excluding holidays. The Contractor must require and schedule both CSOs to

work each week and not permit a CSO in a shared position to routinely work a 40-hour workweek while the other shared CSO is off. Both CSOs filling the shared position must be available to be scheduled to work during the 40-hour workweek. The Contractor must use shared CSO positions to: (1) provide full staffing level coverage; (2) increase security levels, as needed; and (3) avoid unnecessary use of overtime.

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

(b) Post Relief:

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

C-6 TURNOVER

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

- (1) had been employed by the current Contractor as a CSO continuously for a minimum of 18 months under this contract;
 - (2) was disqualified as a result of findings that only could have been discovered during the Government's background investigation;
 - (3) died.
- (c) If the turnover occurred for any other reason than those stated above, the Contractor must bear the start-up costs.
- (d) When an authorized CSO position becomes vacant, the Contractor must, within 21 calendar days after the vacancy occurs, submit a new CSO application package to the Office of Court Security. The Contractor may fill the position by transferring an individual from an existing CSO position. If the Contractor opts to transfer an individual, the Contractor must do so and notify the Office of Court Security within the first 72 hours of the 21-day calendar day requirement. The Contractor must convey all vacancy and transfer notifications on a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*. After the 72-hour period, the Contractor will only be allowed to submit a new CSO application package during the remaining requirement period. Liquidated damages (See Section F) may be assessed if the Contractor fails to meet the 21-day requirement.

C-7 SUITABILITY REQUIREMENTS

- (a) The Contractor must take all necessary steps to assure that all individuals serving under this contract are reliable, reputable, and have satisfied all stipulated training and experience requirements. In addition, the Contractor must ensure all CSOs remain suitable in all respects, meeting all standards of suitability, including but not limited to, performance standards, medical requirements, and weapon's requirements. Failure to meet any suitability requirements of the contract may constitute non-performance and subject the individual to removal from the contract. The Contractor may also be subject to charges for liquidated damages or default. The Contracting Officer will notify the Contractor, in writing, on all suitability and non-performance issues.
- (b) The Government will perform a full background investigation on all Site Supervisors, CSO applicants and/or incumbents. These individuals are subject to a government investigation at anytime and must meet and maintain all government requirements, including Homeland Security Presidential Directive-12 and clause I.2 FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Nov 2006). The Contract Manager

may also be subject to these requirements, as deemed necessary by the Government for unescorted access.

- (c) While the Government performs individual background investigations, doing so will not, in any manner, relieve the Contractor of its responsibility for assuring that each CSO meets the suitability requirements of this contract. In the event a strike or an emergency impedes continuation of the services provided under this contract, the Government may expedite background investigative procedures, as deemed necessary. However, the Government will not waive the minimum CSO qualification requirements stipulated in this contract.
- (d) The Contractor must immediately notify the Contracting Officer and the COTR in writing when a CSO engages in or is suspected of violating any of the performance standards stated in this contract.

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

- (a) When deemed necessary, the Government will require the Contractor to provide CSOs at temporary or alternate locations. When security is required at a temporary or alternate location, the duties required of the CSO will not change.
- (b) When a CSO is required to travel or is assigned to an alternate location, the Government will reimburse travel expenses in accordance with the Government Travel Regulations (GTR). The Contractor must complete and submit a CSO Form 010, *Court Security Officer (CSO) Travel Authorization*, Section J, *List of Attachments*, to the COTR for approval prior to commencement of travel. For reimbursement of travel and transportation costs, the Contractor must submit a CSO Form 011, *Court Security Officer (CSO) Travel Expense Reimbursement*, Section J, *List of Attachments*, as instructed in Section G, *Contract Administration Data*.
- (c) Changing conditions within the court environment may require post assignments to vary from day to day. In addition, situations may arise that will require the Contractor to provide CSOs to work overtime, if the COTR determines court security services are required beyond the normal hours of operation of the court facility. *(The Government will not reimburse at the overtime rate unless the CSO has worked a minimum of 40-hours for the week.)* Overtime may only be approved and directed by the COTR, with approval from the Contracting Officer. The Contractor is responsible for providing such services when notified by the COTR to do so. During such times, the Contractor must also be responsible for any

supervision or direction of the CSO performing during the extension period. Any variations in duties will be conveyed to the Contractor by the COTR.

C-9 PROVISIONS REGARDING CSOs CALLED TO ACTIVE MILITARY DUTY

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

- (1) CSOs summoned to active duty will have their positions held open for a period of five years. The five-year period will be determined from the actual reporting date of the issued military orders. CSOs falling into this category will be placed on extended military reserve duty due to war or a national emergency.
- (2) Vacancies created by a CSO summoned to active military duty for a period exceeding 30 days will be filled on a temporary basis. The temporary CSO position will not permanently increase the number of allocated CSO positions for any facility.
- (3) The Contractor must submit a CSO application package, along with a copy of the departing CSO's official military orders, to fill such vacancies. The Contractor must also submit with the CSO application package, the *Contractor's Court Security Officer Staffing Notification*, CSO Form 001 (See Section J, *List of Attachments*) to identify the individual called to active military duty and the individual temporarily performing in the position.
- (4) Start-up costs associated with filling a temporary CSO position under a national emergency will be paid as follows:
 - a. If the position temporarily vacated had been occupied for 18 months or more, the Government will be responsible for the start-up costs.
 - b. If less than 18 months, the Contractor is responsible for the start-up costs.
- (5) CSOs serving less than a year of active duty will not be required to have a new background investigation, but will be subjected to a security check via law enforcement databases. A CSO serving more than a year on active

military service will be subjected to a full background investigation upon return.

- (6) The Contractor must provide a written notification to the USMS indicating when the CSO is available to resume performance as a CSO. The written notification must be submitted to the USMS at least 60-days prior to the CSO's return. If a CSO does not intend to return to the position after completion of the military assignment, the Contractor must notify the Government that a vacancy exists and submit a Form CSO 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security within two days after receiving the CSO's notice. The Contractor must fill the vacant position in accordance with Section C-8, *Turnover*, and may opt to fill the vacancy with existing CSO personnel, including the individual temporarily assigned to the position. If the Contractor chooses to place an individual in a temporary status to permanent CSO status, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security to reflect the change.
- (7) All CSOs, whether serving in a temporary capacity or returning from a military assignment, must meet all CSO qualifications, as specified in the contract.
- (8) If this contract is extended, expires or is terminated for any reason, the CSO who vacated the position must be accorded with the same rights and privileges extended to incumbent CSO under the follow-up contract.

C-10 SPECIAL SECURITY COVERAGE

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

security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of the COTR. Travel requirements will be compensated in accordance with the Government Travel Regulations.

- (c) If there is a difference between the applicable wage rate of a reassigned CSO's original location and that of the alternate location, the higher applicable wage rate will prevail and the Contractor must 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 will be paid the higher of the two rates by the receiving district (i.e., the district to be invoiced for the temporary duty).

C-11 CSO QUALIFICATION STANDARDS

The Contractor must provide security personnel who meet the following minimum qualifications. In addition, each applicant must undergo and pass suitability and background investigation requirements as determined by the USMS.

- (1) Be a citizen of the United States of America.
- (2) Be at least 21 years of age. While there is no maximum age limit for CSO positions, all applicants must be able to withstand the physical demands of the job and be capable of responding to emergency situations.
- (3) Be a high school graduate or have a GED, or equivalency.
- (4) Be able to read, write, and speak the English language fluently and any other language determined to be necessary by the U.S. Marshal of the district where the services are to be performed.
- (5) Possess or be able to obtain a valid state driver's license from their state of residence and have a safe driving record for the past five years.
- (6) Have at least three calendar years of verifiable experience as a certified law enforcement officer or its military equivalency, provided the experience includes general arrest authority (experience does not have to be consecutive). General arrest authority is defined as the authority conveyed upon a person to make felony arrests of persons not under a custodial arrangement (prisoner, probation or parole violator) throughout a valid

jurisdiction. The state or federal codes specific to the person's qualifying experience will be used to determine the CSO applicant's arrest authority. The Contractor must verify the CSO applicant's arrest authority prior to submitting the application for approval.

- (7) Be free from conviction of a misdemeanor crime of domestic violence in accordance with Title 18, Section 922(g)(9) of the United States Code. The term "convicted" is generally defined in the statute as excluding anyone whose conviction has been expunged, set aside, or pardoned.
- (8) Possess the ability to meet and deal tactfully with judges, attorneys, Government personnel, and the public.
- (9) Possess the ability to understand, explain, interpret, and apply rules, regulations, directives, and procedures.
- (10) Possess poise, self-confidence, and the ability to make sound decisions and react quickly under stressful conditions.
- (11) Possess the ability to prepare clear and concise reports.
- (12) Possess the ability to learn and adapt to changing situations.
- (13) Possess the ability to accept and respond to instruction and direction.

C-12 CSO PERFORMANCE STANDARDS

(a) Responsibility:

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

the court facility. The Contractor must initiate immediate action to replace the individual in the time frame required by this contract.

- (b) Performance Standards - All CSOs performing under this contract must comply with the following:
- (1) Be courteous and demonstrate good manners toward the Judiciary, court employees, Government employees and the public.
 - (2) Maintain a respectful and helpful attitude in all endeavors.
 - (3) Maintain a neat, clean, and businesslike appearance and comply with CSO dress standards while on duty.
 - (4) Report to work physically fit and mentally alert.
 - (5) Report to their immediate supervisor any circumstances that may adversely affect performance on a particular assignment.
 - (6) Report to their employer if they are detained or become aware that they are under investigation, by any federal, state or local agency, for any legal or ethical violation. *(The Contractor must immediately report the matter to the COTR, and the Office of Court Security.)*
 - (7) Ensure weapons are secured in a safe place (free from theft, tampering, or misuse) and concealed from view when not in use. Weapons are not to be inspected, cleaned, handled, or exchanged in public areas or in the presence of jury members, prisoners, witnesses, protected persons, family members or the public.
 - (8) Not engage in any discussion concerning Government matters, policies, financial, personal or family matters with jury members, prisoners, witnesses, protected persons, family members, the public, or any known associate of the above. Not entertain, socialize, or enter into business arrangements with, give legal advice or grant special favors to, or accept gifts or payments from jury members, prisoners, witnesses, protected persons, or family members and friends of the above.
 - (9) Not accept or solicit gifts, favors, or bribes in connection with official duties.

- (10) Not allow jury members, prisoners, witnesses, protected persons, or their family members and friends into their home or living quarters (temporary or permanent).
- (11) Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception may be requested in writing from the COTR.
- (12) Not gamble or enter into games of chance with prisoners, witnesses, jurors, or protected persons. Not engage, and/or promote gambling and unlawful betting on Government-owned or leased property.
- (13) Not disclose any official information (except to the COTR, or other officials having a need to know) or make any news or press releases. All press inquiries must be brought to the attention of the COTR. This restriction does not prohibit protected "whistle blowing" activities or protected union activities.
- (14) Refrain from discussions concerning duty assignment, particularly manpower, weapons, security precautions, or procedures, except with those persons having a need to know.
- (15) Comply with applicable laws while performing official duties.
- (16) Not knowingly give false or misleading statements or conceal material facts in connection with employment, promotion, travel voucher, any record, investigation, or other proper proceeding.
- (17) Not discriminate against or sexually harass members of the public, the judiciary, other employees or engage in any prohibited activities.
- (18) Ensure that financial obligations are met.
- (19) Abide by all ethical standards of the Department of Justice regarding conflict of interest, outside activities, gifts and use of federal property.
- (20) Not bid on or purchase in any manner, directly or through an agent, any property being offered for sale by the USMS or by others

serving on behalf of the USMS.

- (21) Refrain from any activity that would adversely affect the reputation of the U.S. Courts, the Department of Justice, or the USMS.
- (22) Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This restriction does not pertain to immediate family members if the circumstances have been thoroughly explained to the U.S. Marshal and the Chief, Office of Court Security.
- (23) Refrain from criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct and habitual use of intoxicants or prescription/non-prescription drugs. Except in an official capacity, refrain from possessing or using illegal drugs.
- (24) Do not report for duty or work under any condition that impairs the ability to perform as expected.
- (25) Always demonstrate the highest standards of personal and moral conduct normally expected of law enforcement officers.
- (26) Not operate a Government vehicle or any other vehicle in an improper manner or under the influence of intoxicants or drugs and maintain a valid driver's license in the state of their residence.
- (27) Not misuse official authority, credentials, communications equipment, or weapon(s).
- (28) Not make statements about fellow employees or officials, with knowledge of the falseness of the statement or with reckless disregard of the truth.
- (29) Report violations of prescribed rules, regulations and any violations of statute or law to the appropriate supervisor and/or management officials.
- (30) Not violate security procedures or regulations.
- (31) Not close or desert any post prior to scheduled closure unless directed to do so by the supervisor. Remain at assigned post until properly relieved or until the time post is to be secured.

- (32) Always perform assignments in accordance with prescribed regulations to the best of one's ability and in accordance with safe and secure working procedures and practices.
- (33) Do not fail, unnecessarily delay, or refuse to carry out a proper order of a supervisor or other official having responsibility for your work.
- (34) Do not possess, use, lose, damage, or otherwise take Government property, including confiscated or abandoned property, without authorization of the COTR.
- (35) Employ no technique that violates the law, such as unauthorized intrusion onto private property, unnecessary destruction of property, unauthorized listening and/or recording devices, or any other activities prohibited by law or regulation.
- (36) Refrain from surreptitiously recording conversations between Government, law enforcement or contractor employees.
- (37) Conduct only official Government business on Government property.
- (38) Refrain from neglecting duties, i.e., sleeping while on duty; delaying or failing to carry out assigned tasks; conducting personal business during duty hours; refusing to render assistance or cooperation to superiors and the COTR.
- (39) Refrain from use of abusive or offensive language, quarreling, intimidation by words or actions, fighting and participating in disruptive activities that interfere with Government operations.
- (40) Respect the offices of judges and other court officers. Avoid disturbing desk items, opening desk drawers or cabinets, or using Government telephones and equipment, except as authorized.
- (41) Avoid disclosing or discussing USMS policies, procedures, operations, and disciplinary actions with non-USMS personnel.
- (42) Refrain from carrying any unauthorized equipment or weapons.
- (43) Follow their employer's chain of command procedures on all work-

related issues.

- (44) Except when the CSO is required to work overtime by the COTR, the CSO must not assume duties unless they have been in a non-working status for a minimum of eight hours prior to reporting for duty.
- (45) Abstain from the consumption or possession of alcoholic beverages while on duty and at least eight hours prior to reporting to duty.
- (46) Refrain from consuming any controlled substances as defined in schedules I through V of section 202 of the Controlled Substances Act, 21, U.S.C. 812. Note: The Contractor must ensure that CSOs taking any medication are capable of performing the requirements of the statement of work.
- (47) Comply with Government direction regarding the use of body armor.
- (48) Refrain from performing any type of bailiff or clerk duties in the courtroom such as swearing in defendants, adjusting microphones, filling water pitchers, handing legal papers, moving papers or evidence between attorneys, jurors, and witnesses.
- (49) Refrain from taking physical custody of any court evidence.
- (50) Refrain from being involved in jury selection process, which include handing out paperwork to jurors, correcting juror paperwork, spinning the jury wheel, and handing jury picks back and forth between attorney tables.
- (51) Refrain from leaving the court facility to procure meals for the Court and/or jurors.
- (52) Avoid from driving or escorting judges to off-site functions not related to official court duties.
- (53) Refrain from moving or monitoring USMS prisoners.
- (54) Refrain from acting as a receptionist for the Court or USMS.

- (55) While guarding a post, refrain from using electronic devices not authorized or issued by the Government and limit conversations to official business. For example, watching television, discussing personal business on the telephone or a cellular telephone, listening to portable and personal radios, reading books, newspapers and any other material not associated with official business is prohibited while guarding a post. Allowing individuals or unauthorized personnel to loiter at an official post is also prohibited.
- (56) Refrain from using Government furnished telephones to conduct corporate or administrative work on behalf of the contractor.
- (57) Refrain from using personal telephones, including wireless phones, personal digital assistants, etc., at an official post.

C-13

MINIMUM CSO TRAINING STANDARDS

- (a) The Contractor must ensure that each individual designated to perform as a CSO has successfully completed or graduated from a certified federal, state, county, local or military law enforcement training academy or program that provided instruction on the use of police powers in an armed capacity while dealing with the public. The certificate or diploma must be recognized by federal, state, county, local or military authorities as a certification that an individual is eligible for employment as a law enforcement officer. Individuals possessing five years of military experience involving functions similar to those previously described may also be considered for a CSO position. In cases where a CSO applicant did not receive a certificate or proof of law enforcement training, the Contractor may provide a signed statement from a supervisory official of the department or agency indicating that an applicant was employed as a law enforcement officer and that no certificate was issued. The statement must include all dates of employment the individual served in a law enforcement capacity. The Contractor must also include a copy of the signed statement with the CSO application.
- (b) In order to reinforce the CSO's ability to perform the job functions noted in this contract, the Contractor must develop and conduct annually 8-hours of training for *all* CSOs. This training is mandatory and must be attended by all CSOs. Prior to developing the training, the Contractor must survey and consider prior security breaches and refine security techniques, as necessary. At a minimum, topical areas of instruction must include: threat image and explosive device detection, handling unruly persons, emergency response training, and other sensitivity training associated with screening.

The Government reserves the right to require the Contractor (at no additional cost) to train CSOs on other areas of concern that are relative to this contract. The Contractor must also prepare and submit a written training syllabus to the Contracting Officer for approval prior to conducting the training. The training must not commence until the syllabus has been approved by the Chief, Office of Court Security. All training must be coordinated with the respective COTR and conducted at a time that best serves the Government. In addition, the Contractor must ensure that such training does not conflict with any existing USMS policies or procedures.

- (c) The Government will only pay the Contractor the basic contract rate during the annual training period. *(All costs resulting from such training, i.e., training instructors, materials, supplies, etc., will be viewed as indirect costs and must be included in the contractor's overhead for compensation purposes.)*
- (d) Upon completion of the training, the Contractor must certify, in writing, to the Chief, Office of Court Security, and the Contracting Officer that all CSOs have been trained as required in paragraph (b) above. The certification must include the name, district, and date that each CSO attended the training.

C-14 MEDICAL STANDARDS AND PROCEDURES

(a) General

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

ensure the safety and security of the Judiciary. The medical clearance will be determined based upon the results of each required medical examination. Thus, a CSO can be determined unsuitable to perform under this contract at any time for medical reasons.

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

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

- (5) At any point during the performance of this contract, the Government may delete the requirement that the Contractor must provide post offer and annual medical exams and have the services provided by the Government. *If the Government elects to provide medical examinations during the performance of the contract, there will be a downward adjustment to the start-up cost including associated overhead, general and administrative costs, and profit.*

(b) Selecting and Qualifying Physicians

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

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

- (3) To qualify a physician as a designated CSO medical examination physician, the Contractor must submit to the Chief, Office of Court Security, for review and approval, within 30 calendar days after contract award, a detailed resume of the physician's credentials and employment history and written certification that the credentials of the respective physician have been verified for accuracy and authenticated by accrediting agencies, medical schools, residency training programs, licensing boards, and other data sources, *Medical Practitioner's Data Sheet, CSO Form 013, Section J, List of Attachments*. The Contractor must not permit prospective examining physicians to perform medical examinations on their behalf until the Government concurs and provides final approval in writing. In addition, the Contractor must submit to the Office of Court Security, an annual written certification that each designated examining physician continues to possess current licenses and state board certifications to practice in their field of expertise.

(c) Medical Examination Process

- (1) The Contractor must require all CSOs and each CSO applicant to complete a comprehensive medical form, CSO Form 229, *Certificate of Medical Examination for Court Security Officers, Section J, List of Attachments*, and undergo a medical examination by a designated examining physician. The completed CSO Form 229, including all other supporting medical information, must be sent directly to the Federal Occupational Health for evaluation and qualification. In addition to the CSO Form 229, the Contractor must require all CSOs, as well as applicants, to read and sign that they have received and understand the provisions of the *Acknowledgement of Conditions of CSO Eligibility, CSO Form 004*. The original version of this form must be forwarded to the Office of Court Security.
- (2) The Contractor must require the examining physician to record the CSO's (both applicants and incumbents) medical results on the CSO Form 229 when the examination is being administered and sign the form after completion of the examination. The use of white-out or correction tape on the CSO Form 229 is prohibited. The information stated on the CSO Form 229, including any required additional information, i.e., print-outs or reports of lab data, EKG, vision and hearing test records, a summary of the applicant's treatment plan, etc., must be legible, truthful, complete and precise, in order for the Government to render a sound medical

determination. In addition, to ensure the integrity and privacy of the medical examination, the Contractor must require the examining physician/clinic to return the results of the medical examination directly to the Contractor in a sealed envelope.

- (3) Upon receipt of the CSO Form 229, the Federal Occupational Health will review the form for completeness. If the CSO Form 229 is considered complete, the CSO Form 229 will be evaluated to render a qualification determination. If the CSO Form 229 is not considered complete or acceptable, the form will be returned to the Contractor for correction or completion. The Federal Occupational Health will return the CSO Form 229 if: (1) the medical findings are illegible; (2) requested and necessary information was not provided; (3) the medical findings or documentation are incomplete, conflicting or questionable; or (4) necessary and complete additional information was not included with the submission. Incomplete CSO Form 229s will delay the process of qualifying an individual and thus impact the Contractor's performance and ability to supply the required security coverage. For that reason, the Contractor must establish and enforce quality assurance procedures to minimize such delays. The Contractor must also submit the CSO Form 229 to the Federal Occupational Health within 30 days of the examination date.
- (4) After the CSO Form 229 passes the initial review and clearance process performed by Federal Occupational Health, the form is reviewed for a medical qualification determination. If the Federal Occupational Health's initial review can determine, based on the information contained in the CSO Form 229, that the individual is clearly medically disqualified, the USMS will inform the Contractor in writing that the individual does not meet the medical qualification standards and cannot perform under this contract.
- (5) If, for any reason, the Federal Occupational Health is unable to make a final medical determination or it is necessary to clarify or prove that a disqualifying condition has been corrected or eliminated, the Government will issue a "deferred" determination. In such cases, the Contractor must require the CSO to submit specific supplemental information within 60 days of the request in order to medically qualify. Costs associated with any follow-up consultations or additional visits to the designated examining physician or the CSO's physician will not be the responsibility of the Government.

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

(d) Annual Medical Examinations and Other Medical Examination Requirements

- (1) After the CSO successfully completes the initial examination and qualification process, the Contractor must require the CSO to complete and pass an annual medical examination within one year of their last examination date. If the CSO fails to complete and pass the examination within the one year period, the CSO will be rendered disqualified and the Contractor must prohibit the individual from performing under this contract. The requirements and procedures outlined in paragraph (c) above will also be followed for the annual medical examination process.
- (2) If the Contractor relieves a CSO from performing under this contract due to an injury, illness, inpatient or outpatient surgery/procedure, hospitalization or emergency room visits, extended medical reasons, suspension, resignation, or extended military reserve duty, the Contractor must complete and submit a CSO Form 001, *Contractor's Court Security Officer Staffing Notification*, to the Office of Court Security, within three business days after being informed of the situation and/or assignment. The Government will not pay any cost to conduct reexaminations for such causes. The Contractor must also ensure that all posts are covered at no additional cost to the Government when CSOs are on extended leave due to personal or medical reasons.

- (3) If, at anytime, the Government determines or suspects that a CSO's medical or physical condition may impede security of the Judiciary, the Contractor must require the CSO to undergo a medical examination outside of the annual medical requirement. In such cases, the cost of the medical examination will not be paid by the Government. In addition, such examinations must be administered as directed by the Government.
- (4) If, at anytime, an individual's observed physical state or annual medical examination documentation reveals any condition which could impair the individual's ability to perform the duties associated with this contract, the Government may, on a temporary or permanent basis, disqualify the individual from performing under this contract. The Contractor must prohibit an individual from performing under this contract until a reexamination of the individual's medical condition has been performed and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security.
- (5) When the Contractor is seeking approval to allow an individual to resume CSO duties after being absent for an injury, illness, surgery (including inpatient and outpatient operations, such as *Lasik* eye surgery, etc.), or any other medical reason, the Contractor must allow the individual *no more than 30 calendar days* from the caring physician's release date to undergo a medical examination and furnish the results of the examination on a CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. If the individual's physical or medical state restricts the individual from performing any of the CSO duties or if the condition is obviously disqualifying, the Contractor must immediately prohibit the individual from performing under this contract.

- (6) The Contractor and the individual's treating physician must complete all applicable areas of the CSO Form 012, *Court Security Officer Contractor's Request to Reevaluate an Individual's Medical Qualification*. Once completed, the Contractor must submit the form to the Office of Court Security for an official medical clearance. The CSO Form 012 will be reviewed for completeness and a final medical qualification determination. If the form is incomplete, the Office of Court Security will consider the form unacceptable and return it for correction. The individual may not resume CSO duties until the Government makes a final medical determination that the individual is medically qualified to resume CSO duties. The Chief, Office of Court Security, will notify the contractor in writing as to whether the individual is medically qualified to resume performance under this contract.
- (7) If a CSO is found to have a correctable condition, the CSO may resume performance when the disqualifying condition is satisfactorily corrected or eliminated and a final written determination that the individual is medically qualified to resume performance under the contract has been issued by the Chief, Office of Court Security. The Government will not reimburse the Contractor for any costs resulting from follow-up consultation. Furthermore, if a CSO is relieved for any medical reason(s), the Government will not be liable to pay, nor will the Contractor bill for any hours not worked.

(e) Medical Standards

- (1) Vision - Corrected distant visual acuity must be 20/30, or better, as measured with both eyes viewing (binocular). Complete loss of vision in one eye is disqualifying. Corrected distant visual acuity must be 20/125, or better, in the worst eye. Ability to distinguish basic colors, as well as shades of color, is required. Normal peripheral vision is required.
- (2) Hearing
- (a) The individual must be able to hear well enough to safely and efficiently carry out the essential requirements of the job. This requires satisfactory binaural hearing (ability to hear in each ear), and ability to: *localize sounds; comprehend speech; and, hear sounds that require*

investigation or that alert to danger. Complete loss of hearing in one ear is disqualifying. The individual *must* meet the hearing standards *unaided*. In order to measure an individual's ability to meet the hearing standards, the following test procedures are administered:

- (b) Initially, all individuals must be tested UNAIDED using a pure tone, air conduction audiogram (audiometer) for measurement, testing each ear separately. The equipment and test setting must meet the standards of the American National Standards Institute (See 29 CFR 1910.95). Binaural hearing and auditory acuity may be demonstrated by documentation of hearing thresholds, as specified below:
 - (i) In the frequency range from 500 - 2000 hertz (Hz), the pure tone audiometric deficit must not exceed 30 decibels (dB) in either ear, *without* the use of hearing aids.
 - (ii) At 3000 Hz, the pure tone audiometric deficit must not exceed 40 dB in either ear, *without* the use of hearing aids.
 - (iii) At 4000 Hz, the pure tone audiometric deficit must not exceed 50 dB in either ear, *without* the use of hearing aids.
- (c) Hearing Test Outcomes
 - (i) If the above UNAIDED pure tone audiogram is *passed* and the individual *does not wear* hearing aids, no further testing is needed and the individual is deemed medically qualified under this hearing standard.

- (ii) If the UNAIDED pure tone audiogram is failed, and the individual *does not wear* a hearing aid, the individual must undergo UNAIDED functional hearing assessments that will be provided after the initial examination result is reviewed by the Government.
- (iii) If the above UNAIDED pure tone audiogram is failed, and the individual wears hearing aids, the individual must undergo UNAIDED functional hearing assessments which will be provided after the initial examination is reviewed by the Government. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.
- (iv) If the above UNAIDED pure tone audiogram is *passed* and the individual wears hearing aids, the individual must undergo *UNAIDED functional hearing assessments* which will be provided after the initial examination is reviewed by the Government. This is to ensure that the hearing aids do not impede the individual's ability to meet the hearing standards. If the individual passes the unaided functional assessment, he or she will be required to undergo and pass the AIDED functional assessment.

(d) *The Purpose of Functional Hearing Tests*

Functional hearing tests which measure sound and speech recognition will be used to determine the medical qualification of all individuals who: (1) either passes the UNAIDED pure tone audiogram, but wears a hearing aids; or (2) fails the UNAIDED pure tone audiogram. The functional hearing tests will measure the following:

- (i) Unaided hearing loss between the two ears must not differ by 25 dB, or more, at three of the four speech frequencies, i.e., 500, 1000, 2000, and 3000 Hz. (Measures the ability to localize sounds.)

- (ii) Unaided Speech Reception Threshold must be 30 dB, or better, in at least one ear. (Measures the ability to hear sounds that alert to danger.)
- (ii) Unaided Speech Recognition in quiet must be 90 percent, or above, in each ear.
- (iv) Unaided Speech Recognition in a noise sound field must be 50 percent or above.

If hearing aids are worn, the following additional assessments will be requested and will be completed with the hearing aid in place:

- (i) A statement describing the type of hearing aids and ear(s) fitted must be provided by the audiologist.
- (ii) Aided pure tone air conduction audiogram at the frequencies 250, 500, 1000, 2000, 3000, 4000, 6000, and 8000 Hz.
- (iii) Aided Sound Field 5 percent FM warble tones at frequencies 250 - 6000 Hz, including 3000 Hz. Binaural signal must be phase-locked with simultaneous presentation from both speakers placed at 90 and 270 degrees azimuth (towards left and right ears, respectively).
- (iv) Aided Speech Recognition in a noise sound field must not be less than 50 percent.

A determination of medical qualification for those individuals who wear hearing aids will be made pursuant to these additional assessments.

- (3) Cardiovascular System - Any condition that significantly interferes with heart function may 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.
- (4) Respiratory System - Any condition that significantly interferes with breathing capacity may be disqualifying.
- (5) 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.

- (6) Genitourinary System Disorders - Any functional disorder rendering the person incapable of sustained attention to work tasks, i.e., urinary frequency and secondary discomfort, may be disqualifying.
- (7) 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.
- (8) Nervous System - Dysfunction of the central and peripheral nervous system that significantly increases the probability of accidents and/or potential inability to perform a variety of physical tasks may be disqualifying.
- (9) Endocrine System - Any functional disorder rendering the person incapable of sustained attention to work tasks may be disqualifying.
- (10) Speech - Permanent and significant conditions which result in indistinct speech may be disqualifying.
- (11) Extremities & Spine - Disorders affecting the musculoskeletal system which significantly prevents the individual from meeting basic movement, strength, flexibility requirements, use of extremities (fingers and toes) and coordinated balance may be disqualifying.
- (12) Miscellaneous - Any other disease or condition which interferes with the full performance of duties may be disqualifying.

C-15 PHYSICAL STANDARDS

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

meet the physical requirements of the CSO position will be disqualified and prohibited from performing under this contract.

- (b) *Physical Demands* - The duties and responsibilities of a CSO require frequent and prolonged walking, standing, running, sitting, and stooping. In addition, a CSO may be required to subdue violent or potentially violent people. Physical stamina in all of its forms (i.e., mental, climatic) is a basic requirement of this position. Therefore, "light duty" post assignments are not available under this contract.
- (c) *Physical Fitness* - The Contractor must encourage its employees working as CSOs to maintain a fitness program. Staying physically fit will help the individuals performing as CSOs to endure the stress generally associated with the performance demands of this contract and prepare them to respond to emergencies.

C-16 BACKGROUND INVESTIGATION REQUIREMENTS AND PROCEDURES

- (a) *Contractor's Responsibility*
 - (1) The Contractor must conduct a preliminary background check on all CSO applicants and other Contractor personnel working on this contract. Responsibility of costs for conducting background investigations on CSO applicants and other personnel will be determined, as described in Section C-8, *Turnover*. The Contractor must ensure prospective CSOs meet or exceed the minimum requirements set forth in Section C-13, *CSO Qualification Standards*, before submitting the applicant's package to the Government for processing. The Contractor must also complete, certify, and submit a CSO Form 005, *Court Security Officer Contractor's Preliminary Background Check* form, which is provided in Section J, *List of Attachments*, for each CSO applicant and other Contractor personnel undergoing a background investigation.
 - (2) In order for the Government to conduct and complete the background investigation process, the Contractor must ensure that all CSO applicants and other required Contractor personnel complete the CSO 234, *Personnel Qualification Statement* (See Section J, *List of Attachments*), and the Standard Form 85P, *United States of America Authorization For Release of Information*. These forms are mandatory.

- (3) The Contractor must ensure that all CSOs and other personnel who are working on this contract have passed the USMS background investigation process. For security reasons, the Government strictly prohibits anyone from working on this contract without passing a proper USMS background investigation. The Contractor must ensure that no Contractor employee commences performance prior to the completion of the background investigation unless the Chief, Office of Court Security, grants an interim approval to do so.
- (4) The Contractor must bear the cost of conducting a background investigation on an individual replacing a former CSO unless the Government is paying for turnover in accordance with Section C-8, *Turnover*.
- (5) If a CSO is temporarily removed or resigns from performing services under this contract, the Government may require the individual to undergo another background investigation before resuming a CSO position. At the discretion of the Government, the Contractor must submit the necessary forms for a reinvestigation to the Office of Court Security. Prior to submitting the forms, the Contractor is responsible for reviewing the forms for completeness and accuracy. The forms must be forwarded with a cover letter indicating that the forms are for reinvestigation of a current Contractor employee or CSO.

(b) Government's Responsibility

- (1) The Government will conduct a background investigation on all CSO applicants and other personnel when deemed necessary. Derogatory information discovered during the investigation process may render the individual unsuitable to perform under this contract. The Government may also reinvestigate all Contractor personnel working on this contract for any reason.
- (2) Upon completion of the background investigation, the Office of Court Security will review the findings to determine if the individual is suitable to perform under this contract. The Government's primary concern is to determine whether the individual's presence or performance under this contract could pose a potential threat or risk to the U.S. Courts, the Government, or the public.

- (3) In the event a CSO applicant is currently working or has worked as a law enforcement officer within thirty days of applying for a CSO position with the Contractor, the Chief, Office of Court Security, may grant the Contractor an interim approval to allow the individual to perform immediately. **In addition to the thirty day criteria for prior law enforcement officers, the individual must also be in full compliance with clause I.2 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006) of this contract prior to being granted the interim approval.** The Contractor must receive a written approval from the Chief, Office of Court Security, before the individual may perform in an official CSO capacity. If an approval is granted, such approval does not constitute a waiver of qualifications, including the background investigation, medical examination, or any other requirement.
- (4) The Government reserves the right to conduct a background investigation at any time on all contractor personnel, including corporate officers or any other employees or subcontractors, as deemed necessary. If the Government decides to conduct a background investigation, the Contractor, including the employee, must cooperate and provide, at a minimum, the employee's name, date of birth, and social security number.

C-17 WEAPONS PROFICIENCY STANDARDS

- (a) The Contractor must test each CSO, including CSO applicants, to determine weapons-handling proficiency. In order to be eligible to perform in a CSO capacity, all individuals must successfully pass the weapons proficiency test in accordance with the USMS' policy. The Contractor must ensure that all tests are administered by a certified firearm instructor and witnessed by a USMS law enforcement official for official verification.
- (b) The actual testing must be conducted with the weapon issued to the CSO by the Government. The testing must also comply with the *CSO Semi-Auto Handgun Qualification Course* form (See Section J, *List of Attachments*). If approved by the U.S. Marshal, the Contractor may qualify a CSO at a USMS firearm range, including a designated firearm range used by the USMS under an interagency agreement. However, in such cases, the Contractor may not charge the Government or receive payment for any firearm range costs.

- (c) Before testing a CSO or applicant, the Contractor must coordinate the test and provide a one-week written notice of the testing to the COTR. The notice must provide the name of the individual being tested, the date, time, and location of the testing. All weapons will be transported to the range site as directed by the COTR. In the event the COTR requires the Contractor to transport the weapons, the COTR will provide the Contractor with a written authorization from the U.S. Marshal before doing so.
- (d) The initial weapon qualification testing for new hires must be performed within seven calendar days after the Contractor receives a favorable suitability determination from the Chief, Office of Court Security. The Contractor must not allow an individual to perform any CSO duties prior to weapons qualification. Within the seven calendar days after the individual has successfully qualified, the Contractor must submit the weapon's proficiency certification, CSO-014, *CSO Weapons Qualification Record*, Section J, *List of Attachments* and the CSO Form 009, *Notification of a Court Security Officer's Official Performance Date*, to the respective COTR and forward a copy of the form to the Office of Court Security. After an individual has successfully completed the initial testing, the Contractor must retest the individual annually by December 31 of each subsequent contract period.
- (f) When a CSO or applicant fails to meet the weapons qualification standards during the initial or annual testing period, the Contractor must 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 must allow the individual to retest, up to two attempts only, within seven calendar days after the testing was conducted. If the individual fails the test during the two subsequent attempts, the Contractor must not permit the individual to perform under this contract.
- (g) Within 45 days after award of this contract, the Contractor must provide legible copies of each firearm instructor's certification, including any updates, to the Chief, Office of Court Security and the COTR. Proof of certification for new firearm instructors are required and must be submitted within 30 days of their performance date.

C-18 CSO APPLICATION PACKAGE REQUIREMENTS

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

1. CSO 234, "Personnel Qualifications Statement (Contract Guard)"
2. FD 258, "FBI Fingerprint Card"
3. Court Security Officer Contractor's Preliminary Background Check Form, CSO Form 005
4. Form CSO-229, "Certificate of Medical Examination for Court Security Officers"
5. Military Discharge Certificate(s), Department of Defense DD-214 (If applicable)
6. Photocopy of the Applicant's Official Law Enforcement Training Certification
7. Contractor's Court Security Officer Staffing Notification, CSO Form 001
8. Certificate of Compliance, The Lautenberg Amendment, Title 18, Section 922(g)(9) of the United States Code, CSO Form 007
9. Acknowledgement of Conditions of CSO Eligibility Form, CSO Form 004
10. Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et seq., CSO Form 015
11. Questionnaire for Public Trust Positions, Form SF 85P
12. Questionnaire for National Security Positions, Form SF-86 (Only when required.)

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

C-19 CSO AUTHORIZATION TO PERFORM

- (a) The Contractor must not permit anyone to assume the role of a CSO until (1) the individual has passed all qualification requirements stated in this contract, (2) the individual has been determined by the Government to be suitable to perform in such capacity, and (3) a written notification of such determination has been received from the Chief, Office of Court Security. After the approval has been granted, the Contractor may continue with the hiring process and coordinate the individual's official start date with the District.
- (b) Once the Contractor directs the individual to perform in an official capacity, the Contractor must complete and forward the following forms to the Office of Court Security within five business days.

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

C-20 *ORIENTATION REQUIREMENTS*

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

(b) In-District Orientation (Phase I)

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

(c) CSO Orientation (Phase II)

- (1) The Contractor will be notified in writing by the Chief, Office of Court Security, when Phase II Orientation sessions will be held and how many CSOs are required to attend. When the notification is received, the Contractor must prepare and submit a detailed cost

estimate and a written schedule for *all* CSOs required and eligible to attend the CSO Orientation (Phase II). (See eligibility requirements stated in the following paragraph.) This information must be submitted and coordinated with the COTR for review and approval within 10 business days after the issuance of the notification. In addition, the Contractor must make all necessary staffing coverage and travel arrangements for each CSO and take necessary measures to cover posts while the CSO(s) is attending the Phase II Orientation. The Government will not authorize or pay overtime to accommodate such staffing coverage.

- (2) Before a CSO can attend the CSO Orientation (Phase II), the Contractor must ensure that the CSO meets each of the following requirements:
 - a. The individual has met the USMS CSO medical and physical standards. (*Note: Individuals performing in an interim status may not attend the CSO Orientation (Phase II).*)
 - b. The CSO has successfully passed the appropriate weapon's handling proficiency test and the CSO-014 has been received by the Office of Court Security.
 - c. The CSO has undergone and passed the USMS background investigation process.
 - d. The CSO has not previously attended or completed the entire USMS CSO Orientation (Phase II).
 - e. The CSO has been approved by the Office of Court Security to attend the CSO Orientation (Phase II).
- (3) If the Contractor sends a CSO to the CSO Orientation (Phase II) who has not met the requirements stated above, the Contractor will bear the costs for sending the CSO to the CSO Orientation. Only those individuals who have been authorized by the USMS may attend the CSO Orientation (Phase II).
- (4) When travel is necessary, the Government will reimburse travel expenses, on a one time only basis, for each CSO who is qualified to attend and who actually attends the CSO Orientation in its entirety. The Government will not be responsible for, nor will the Government reimburse the Contractor travel expenses, if a CSO

fails to attend the Orientation as scheduled. Travel reimbursement will be made in accordance with the Federal Government Travel Regulations. The Government will not be responsible for making travel arrangements for any Contractor personnel. The Government's involvement will only be to the extent that is necessary to ensure that all travel arrangements, including costs, are reasonable and to ensure that necessary coordination has been made. The Government will also reimburse the Contractor up to eight hours at the basic contract rate for each day that the CSO attends the orientation session. During the orientation phase, the Contractor will only be entitled to reimbursement of the basic contract rate and must only bill the basic rate for labor hours associated with the CSO Orientation (Phase II). When making travel arrangements, the Contractor must minimize costs and secure the lowest attainable price.

- (5) The Contractor must require all CSOs to meet the orientation requirements. If a CSO cannot attend the orientation when scheduled, the Contractor must explain, in writing, the circumstances preventing the CSO from attending and request approval from the Chief, Office of Court Security, for the individual to attend the next scheduled orientation.
- (6) If an emergency prevents a CSO from attending the entire CSO Orientation (Phase II) session, the Contractor must immediately inform the Office of Court Security, in writing, with the details of the emergency. The Contractor must also coordinate the makeup time with the Office of Court Security and make the necessary arrangements for the CSO to complete the orientation at no additional cost to the Government. Only the initial CSO Orientation cost will be paid by the Government.
- (7) The Contractor must prohibit visitors, including spouses and children, from accompanying their personnel to the areas where the CSO Orientation is being held.

C-21 CSO DRESS STANDARDS

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

Security and a written direction has been issued by the Contracting Officer.

(b) CSO Uniform Requirements:

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

ITEM	ISSUE	SPECIFICATIONS
Short Sleeve Shirt or Blouse	3	White, plain or button-down collar.
Long Sleeve Shirt or Blouse	3	White, plain or button-down collar. (No French cuffs.)
Blazer	2	Navy blue 3-ply tropical blend, full-cut traditional, fully lined with fine rayon or polyester, taffeta-reinforced shoulder pads. The style should include a single inset pocket on the left breast, two patch pockets with flaps, a center back vent, and a two-button front closure. Salient features include cut, color, and 3-ply fabric of 55% Dacron polyester and 45% worsted wool. The actual weight of the material will be determined by the climatic conditions where the CSO is providing services. Colder climates may necessitate a heavier fabric with more of a wool blend. Because of the wearing of the gun under the blazer, an additional patch of material under the jacket should be provided. The women's blazer is to be identical to the men's except it has no center vent and plain patch pockets.
Trousers or Slacks	2	3-ply tropical blend full-cut traditional gray. Salient features include cut, color, and 3-ply fabric that is of 55% Dacron polyester and 45% worsted wool. Colder climates may necessitate a heavier fabric with more of a wool blend.
Necktie	2	Red, white, and blue, striped tie or clip-on necktie. (Females may wear crossover ties.)
Shoes and/or Boots	1	Black, plain-toed, low-heeled shoes or boots. No high heels.
Socks	6	Dark color

- (2) Prior to contract performance, and annually thereafter, the Contractor must certify in writing to the Contracting Officer and the COTR, that each CSO has been furnished new uniforms as required above. The Government will not compensate the start-up cost for a CSO and the Contractor must not bill the Government until the new uniform items have been purchased and issued to each CSO. In cases where a uniform was issued to a CSO under a previous contract award or option period less than four months prior to the start date of the current contract, the Contractor is not required to reissue a new uniform nor will the Government be liable to pay the start-up cost for such situations.
- (3) The Contractor is responsible for purchasing and replacing uniforms worn by the CSOs and must use the same supplier to maintain uniformity. The Government will not compensate the Contractor for uniform replacement costs occurring outside of the annual replacement period.
- (4) All uniforms are considered Government property and must remain with the Government. Disposition of all uniforms will be at the discretion of the USMS.
- (5) The Contractor must ensure that CSO uniforms are to be worn only when the CSO is on official duty or while in transit between place of residence and duty station.
- (6) The Contractor must require CSOs to wear long sleeve shirts or blouses beginning October 1 of each year and short sleeve shirts or blouses beginning May 1 of each year. Deviations in this requirement may be authorized by the COTR.
- (7) The Government will issue each CSO an official pocket identification badge and a nametag that must be worn while performing in an official CSO capacity. The pocket identification badge must be worn in the blazer breast pocket and cannot be modified in any manner. All pocket badges must comport to the USMS' official contract specifications. Displaying any item other than the USMS seal on the pocket badge is prohibited.
- (8) To prevent weapon exposure, the Contractor must 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 may submit a written request to the

Chief, Office of Court Security, through the Contracting Officer,
for reconsideration of this requirement.

(c) *Supplemental Items:*

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

(d) CSO Appearance:

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

- (2) Uniform – The Contractor must ensure all CSOs are in complete uniform at all times while on official duty. If a CSO is out of uniform while on official duty, the Contractor must relieve the CSO from duty and provide a replacement immediately. If a CSO is relieved for this cause, the Government will not be obligated to pay the Contractor for the CSO's non-availability and the Contractor may be subject to liquidated damages.

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

(e) Uniform Variations:

- (1) Whenever deemed necessary, the Government may authorize uniform variations. Certain post assignments may require CSOs to wear specialized uniforms, including rainwear and cold weather gear. In such cases, the Government may issue such uniforms as Government-furnished property or authorize the Contractor to make such purchases. If cold weather gear is authorized, the Contractor may 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 must prohibit CSOs from placing patches or other decorative devices on them. Only those CSOs guarding post(s) exposed to such weather conditions may be authorized this variation.

- (2) Only those posts exposed to cold weather elements will be authorized cold weather gear. Winter coats (jackets or parkas) must be "police duty" type and must be dark navy blue or black in color. Fur-type collars are optional. These coats should have securable side vents for easy access to the weapon. The use and purchase of cold weather and rain gear must be approved in advance and in writing by the Chief, Office of Court Security. The

Contractor must submit a written request through the COTR to the Chief, Office of Court Security, for consideration.

C-22 UNFORESEEN GOVERNMENT CLOSURES

Uncontrollable or unforeseeable circumstances such as, acts of God or the public enemy, acts of the Government in its sovereign or contractual capacity, natural disasters, epidemics, quarantine restrictions, inclement weather, administrative closures, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay nor should the Contractor bill for hours that were not actually worked by their personnel.

C-23 EMERGENCIES

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

C-24 OVERTIME AND HOLIDAY PERFORMANCE

(a) Overtime

- (1) When court proceedings or other court functions continue beyond the court facility's normal hours of operation, the Contractor may be required by the Government, through the direction of the COTR and with approval of the Contracting Officer, to work additional hours. In such cases, the COTR will request the Contractor, in writing, to perform the additional hours.
- (2) In the event the Contractor is required to provide court security services beyond the court facility's normal hours of operation, the Government will apply the basic contract rate unless the particular CSO assigned has worked a 40-hour workweek. However, the Government will only be liable when the Government requests a variation in the schedule and the request results in overtime usage.

- (3) The Government will not reimburse nor is the Contractor to bill for overtime hours resulting from the coverage of a regularly scheduled vacant post.
- (4) The Government will not reimburse nor is the Contractor to bill for any overtime hours associated with the weapons proficiency testing, medical examinations, orientation, or any CSO-related training requirements.
- (b) *Holiday Performance* - Any services provided by a CSO on a holiday, as recognized by the applicable Department of Labor wage determination, will be paid at the basic hourly rate.

C-25 GOVERNMENT FURNISHED PROPERTY

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

Ammunition to perform and qualify	Name Tags
Body Armor	Oleoresin Capsicum (OC) Spray <i>(Optional)</i>
Body Armor Ballistic Tee Shirt	Pocket Identification Badge
Body Armor Carry Bag	Radio (Issued to post)
Body Armor Quilted Carrier	Radio Charger
CSO Credential	Radio Batteries
Handcuffs	Radio Carrying Case/Belt Clip
Handcuff Case	Radio Earphone
Holster (Belt Type)	Weapon(s)
Magazine or Cartridge Case	Specialized Uniforms (Only when authorized by the Government)

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

the individual immediately relinquish these items and return them to the Government.

- (c) The Contractor must establish and maintain a system to control, protect, preserve, and maintain all property issued by the Government until the Contractor has been relieved of the responsibility of the property by the Government. This property control system must be in writing and is subject to review and approval by the Government. In addition, the property control system or records will constitute the Government's official property control records and must be made available to the Government upon request.
- (d) If overages, shortages, or damages are discovered upon receipt of the property, the Contractor must provide a statement of the condition and apparent cause of the damage to the COTR. Depending on the circumstances, the Contractor may be liable for shortages, loss, damage, or destruction of the Government property. For example, the Government may hold the Contractor responsible for the destruction or loss of weapon(s), body armors, radios or any other items lost, damaged, or destroyed by the Contractor's employees.
- (e) The Contractor must maintain, at all times, a complete and accurate inventory of all Government furnished property issued under this contract. By October 31 of each contract period, the Contractor must verify the inventory of all Government furnished equipment and provide the inventory report to the COTR. These items must be cared for in accordance with FAR Part 45 and stored at the location designated by the Government.
- (f) The CSO equipment inventory report must provide, at a minimum, the following information:
 - (1) The location (district and site) of the inventory;
 - (2) The identification of the equipment, e.g., weapon, make and model.
 - (3) The serial number and bar code listed under its individual identification line, along with the name of the CSO to whom it is issued. The Contractor must provide a list showing a description and unit quantity of all non-serialized government furnished equipment, e.g. 15 holsters, right-handed, 4 inch. Handcuffs, although serialized, do not have to be listed as separate items.

- (g) The Contractor is responsible for ensuring that CSOs return all Government furnished equipment to the Government's designated storage area at the completion of the CSO's shift. Under no circumstances may the Contractor or its employees (CSOs) take any Government issued property from the duty station, with the exception of the CSO body armor and its accessories, unless the removal of such property has been specifically authorized in writing by the respective U.S. Marshal. The Contractor must inform the COTR immediately when any CSO violates this provision. When such violation occurs, the Contractor must also enforce the company's disciplinary policy. The Government reserves the right to prohibit the violator from performing under this contract and may exercise any legal rights regarding theft of Government property.
- (h) Use of equipment such as walk-through and hand-held metal detectors, x-ray machines, closed-circuit television (CCTV) monitoring equipment, trace detectors, etc., is mandatory under this contract and is subject to change at any time. If equipment changes occur, the Government will provide instructions on the proper use of such equipment and the Contractor must ensure that all CSOs are using such equipment as instructed. If any equipment is malfunctioning or damaged during use, the Contractor is responsible for promptly notifying the COTR of the condition. The Contractor must also inform the COTR immediately when any equipment is misused or abused by a CSO. The cost to repair or replace any damaged or lost Government equipment due to negligence will be deducted from the Contractor's invoice(s).
- (i) Firearms - The Government will issue and determine the type of firearm that will be used under this contract. Furthermore, the Government reserves the right to change the type of firearm as deemed necessary at anytime during performance period of this contract. The Contractor, including all CSOs performing under this contract, must clearly understand that the use or display of firearms and any other weapon issued under this contract is strictly prohibited, except as stated herein, and may only be used during the CSO's official hours and at their official designated duty location.

(j) Oleoresin Capsicum Spray

- (1) The U.S. Marshal may authorize CSOs assigned to their district to carry Oleoresin Capsicum Aerosol (OC Spray) devices. If such authorization is granted by the U. S. Marshal, the Contractor must ensure that the CSO receiving the OC Spray device successfully completes the certification requirements developed by the United States Marshals Service's Training Academy and use the device in accordance with applicable policies and procedures and the USMS Directive 2.54-1, *Less-Than-Lethal Devices*, Section J, List of Attachments.
- (2) After completion of the initial certification, the CSO must be tested and certified annually in order to carry the device on a continuous basis. It is the responsibility of the Contractor, acting in coordination with the U.S. Marshal, to schedule each CSO for annual certification. Re-certification must occur within 60 days prior to the anniversary of the original test. The Contractor must not permit CSOs to carry or use OC Spray unless the CSO has successfully completed the required certification.
- (3) The certification will be conducted by the Government in accordance with the procedures established by United States Marshals Service's Training Academy.
- (4) The Contractor must ensure the CSO(s) carries the OC Spray device only during their official duty hours. In addition, the Contractor must ensure that the CSO(s) conceals the OC Spray device from the public and refrains from inspecting and handling the OC Spray device in view of the public.
- (5) The Government prohibits the use of personal OC Spray under this contract.

(k) CSO Body Armor

- (1) For life protection purposes, the Government will provide and require all CSOs to wear fitted body armor or a ballistic vest while performing under this contract, as deemed necessary by the USMS.
- (2) The Contractor must require all CSOs to wear USMS issued body armor during any high-risk threat situation or when the USMS determines a higher degree of protection is necessary.
- (3) The Contractor must ensure---
 - Each CSO is available and measured for proper fitting.
 - All vests issued to the CSOs are free from defects and damage.
 - All CSOs inspect and maintain their body armor as recommended by the manufacturer.
 - Signs of wear or deterioration are reported to the COTR within 24 hours after the condition is detected for replacement.
 - Lost or stolen body armor is reported to the COTR within 24 hours from the time the item was regarded missing.
- (4) Body armor will be replaced by the Government at no additional expense to the Contractor when it is evident that the armor is deteriorating from normal use and wear or when the manufacturer's warranty for the ballistic protective component expires. The Government will not bear replacement costs when: (1) the body armor is lost or stolen; (2) the body armor is rendered unusable due to negligence or improper alterations; or (3) when the armor no longer fits properly due to weight gain or loss on the part of the wearer.
- (5) Alterations to the body armor may only be made by the manufacturer.
- (6) Failure to comply with this provision or any COTR direction regarding body armor may be considered grounds for immediate removal of the CSO, pursuant to provision H-3, Removal of CSOs and Other Contractor Personnel for Violations of the CSO Performance Standards, paragraph (c).

C-26 CONTRACTOR'S PERSONNEL IDENTIFICATION CARDS

- (a) Within 45 days after commencement of the contract, the Contractor must provide a company identification card to all persons performing in the positions required under this contract (See C-5, Contractor Personnel and Duties). For new hires, the Contractor must issue a company identification card within 45 days after their performance start date.
- (b) At a minimum, the Contractor's company identification card must meet the following requirements:
 - 1. Bear the company's logo only. Use of USMS and the Department of Justice's badges, seals, or logos, and titles such as Special Deputy United States Marshal is prohibited.
 - 2. Include a clear photograph of the employee.
 - 3. Indicate the employee's current height, weight, date of birth, and gender.
 - 4. Must be wallet size, (approximately 2" x 3¼") similar to a driver's license.
- (b) The Contractor must require all personnel to carry the company's identification card at all times while performing services under this contract.

C-27 OTHER CONTRACT RESTRICTIONS

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

PART I – SCHEDULE**SECTION D- PACKAGING AND MARKING****D-1 PRESERVATION, PACKING AND MARKING**

Preservation, packaging, and packing for all items delivered must be in accordance with commercial practices.

D-2 MARKING

All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative must clearly indicate the contract number and task order number, if applicable, for which the information is being submitted.

PART I – SCHEDULE**SECTION E - INSPECTION AND ACCEPTANCE****E-1 NOTICE – Listing of Clauses Incorporated by References**

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION- TIME-AND-MATERIAL AND LABOR HOUR

E-2 INSPECTION AND ACCEPTANCE OF CONTRACTOR'S SERVICES AND REPORTS AND OTHER REQUIRED DATA

- (a) Services: Inspection, acceptance and evaluation of services to be furnished will be performed by the COTR. The Government will conduct any inspection and tests deemed reasonably necessary to assure that the services provided conforms with all respects to the contract specifications. Services, which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected by the COTR and a notice of such rejection will be provided to the Contractor by the Contracting Officer.
- (b) Reports and Data: The Government will inspect monthly the Contractor's performance in submitting reports and data as required by the contract. Inspection shall be conducted by the Contracting Officer and the COTR. Inspection and evaluation of the Contractor will be performed to assess the following: (1) compliance with the specifications; (2) responsiveness; (3) timeliness; (4) quality with respect to generally acceptable professional standards, and, (5) compliance with all elements of Section F, "Deliveries or Performance."
- (c) Performance will be considered deficient whenever posts are not covered as required by the contract. This deficiency may be remedied by assessing liquidated damages in accordance with the liquidated damages clause provided in Section F, "Deliveries or Performance".
- (d) In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The

evaluation will include, for example, the contractor's record of conforming to contract requirements and standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor history of reasonable and cooperative behavior and commitment to customer satisfaction and generally, the contractor's businesslike concern for the interest of the customer.

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts.

PART I – SCHEDULE**SECTION F - DELIVERIES OR PERFORMANCE****F-1 PERIOD OF PERFORMANCE**

The base year period of performance start date (effective date) will be March 1, 2008 and continue thru September 30, 2008. This contract has four option period of performance. In accordance with Section H - Option To Extend Term of Contract (FAR 52.219-9), the Contracting Officer may exercise options for continued performance based on increments of one year periods. If options for continued performance are exercised, the following incremental performance periods are applicable:

OPTION YEAR 1	October 1, 2008 – September 30, 2009
OPTION YEAR 2	October 1, 2009 – September 30, 2010
OPTION YEAR 3	October 1, 2010 – September 30, 2011
OPTION YEAR 4	October 1, 2011 – September 30, 2012

F-2 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$216.64 per calendar day of delay at each facility.
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor, as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F-3 DELIVERABLES

- (a) As required in Section C, the Contractor must prepare, maintain, and furnish various reports and data during the performance of this contract. The following deliverables (reports and data) are considered mandatory and must be submitted by the Contractor, as indicated in the chart below.

	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
1	Acknowledgement of Conditions of CSO Eligibility, CSO Form 004	JPS/PSB CO	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
2	Contractor's Annual Training Certification	Chief, JPS CO	This certification is required annually and only after all CSOs performing under the contract have completed the Contractor's annual training session.
3	Certificate of Medical Examination for Court Security Officers, CSO-229	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
4	Court Security Officer (CSO) Travel Authorization, CSO Form 010	COTR	Submit this form, including any supporting documents, for CSO travel authorization.
5	Court Security Officer (CSO) Travel Expense Reimbursement, CSO Form 011	COTR	Submit this form, including any supporting documents, for travel reimbursement.
6	Contract Pricing Proposal, SF 1411	CO	Submit when cost proposal or contract action exceeds or is expected to exceed \$500,000.
7	Equipment Inventory Report	COTR	Submit within 30 calendar days after each contract period.
8	Notification of a Court Security Officer's Official Performance Date, CSO Form 009	COTR	Submit within 5 business days after the individual's performance date.
9	Daily Activity Log	COTR	Required for each court facility and must be maintained on a continuous basis. Provide as directed by the COTR.
10	Daily Time and Attendance Log	COTR	Required for each court facility and must be maintained on a continuous basis. Submit a copy of the log with monthly invoice(s). COTR will designate a location for all CSO Daily Attendance Records.
11	Emergency Systems Report	COTR	Submit by the tenth of each month.
12	Court Facility Incident Report, CSO Form 003	JPS/OSB	Prepare immediately and submit the report to the COTR within 24 hours after the incident occurs.
13	Court Facility Monthly Statistical Summary Report, CSO Form 002	JPS/OSB COTR	Submit by the tenth calendar day of each month.
14	FBI Fingerprint Card	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
15	In-District (Phase I) Orientation Certification, CSO Form 008	JPS/PSB COTR	Submit within 7 calendar days after the In-District Orientation is completed by a CSO.
16	Military Discharge Certificate, Department of Defense (DD) 214	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.

	Title of Mandatory Reports, Forms, and Data	Submit To:	Requirement
17	Court Security Officer Monthly Activity Report	JPS/OSB CO COTR JSFO AOUSC	Input all monthly activity data relative to the previous month by the 10 th calendar day of each month. Submit a printed hard copy of the District's monthly activity to each COTR. Separate reports are required for positions authorized by the USMS via an inter-agency agreement.
18	Contractor's Court Security Officer Staffing Notification, CSO Form 001	JPS/PSB	Submit this form for various contract staffing actions.
19	Certification of Court Security Officer Performance Standards, CSO Form 006	Chief, JPS	Submit annually by December 31 of each contract period.
20	Court Security Officer Contractor's Background Check Form, CSO Form 005	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
21	Public Voucher for Purchases and Services Other than Personal, SF 1034	COTR	Submit this form, including any supporting documents, for travel reimbursement.
22	Subcontracting Report for Individual Contract, SF 294	CO	Submit semiannually by April 30 and October 31 or as directed by the Contracting Officer.
23	CSO Weapons Qualification Record, CSO Form 014	JPS/PSB COTR	Submit annually by December 31 of each contract period.
24	Certificate of Compliance, CSO Form 007	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
25	Court Security Officer Contractor's Request to Reevaluate An Individual's Medical Qualification, CSO Form 012	JPS/PSB	Submit when a CSO desires to return to contract performance after an extensive or medical absence.
26	Court Security Officer Contractor's Medical Practitioner Data Sheet, CSO Form 013	Chief, JPS	Submit within 30 days after the initial award. Therefore, submit to qualify a new Medical Practitioner to Perform CSO Medical Examinations.
27	Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. seq., CSO Form 015	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government or when requested by the Government
28	CSO-234 Personnel Qualification Statement (Court Security Officer)	JPS/PSB	Submit with each CSO Application Package, which is due 14 calendar days after a CSO position has been vacated or authorized by the Government.
29	Questionnaire for Public Trust Positions, Form SF-85P	JPS/PSB	Submit with each CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
30	Questionnaire for National Security Positions, Form SF-86	JPS/PSB	Only when necessary, submit with CSO Application Package, which is due 21 calendar days after a CSO position has been vacated or authorized by the Government.
31	Certifications of Firearm Instructors	Chief, JPS	Submit within 45 days after contract award and within 30 days for new Firearm Instructors

- (b) The Contractor must adhere to all reporting requirements. Unless stated otherwise, the Contractor cannot deviate from nor substitute any data or forms required by this contract. All deliverables are subject to the review and approval by the Government. If any information reported is found to be incomplete or inaccurate, the Government will deem the deliverable unacceptable and return the deliverable to the Contractor for correction. The Contractor must make all necessary corrections and/or revisions, as deemed necessary by the Government and in accordance with the due date.
- (c) Daily Activity Log: The Contractor must maintain a *Daily Activity Log* at each post, as directed by the COTR. The *Daily Activity Log* must be maintained on continuous basis and must capture all CSO post-related activities. At the Government's request, the Contractor must make the log available for review and inspection.
- (d) Court Facility Incident Report (CSO Form 003): The Contractor must prepare and submit a *Court Facility Incident Report* whenever a CSO is 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, etc., must be reported immediately to the COTR of the District and to the Judicial Protective Services, Operations Support Branch, on a *Court Facility Incident Report*, within 24-hours of the occurrence. A copy of the Facility Security Incident Report form is located in Section J, *List of Attachments*.
- (e) Court Facility Monthly Statistical Summary Report (CSO Form 002)

The Contractor must complete and submit a *Court Facility Monthly Statistical Summary Report* to the Judicial Protective Services, Operations Support Branch, through the COTR by the tenth calendar day of each month. This report provides statistical information on the number of illegal weapons, contraband, and prohibited items detected and/or confiscated by CSOs during the preceding month. Such information must be recorded on the *Court Facility Monthly Statistical Summary Report*. It is designed to collect information on 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, etc., occurring in or out of the courtroom that required CSO action. The Contractor is also required to use the *Court Facility Monthly Statistical Summary Report* to document how many hours each CSO performs in the following areas: (1) courtroom

assignment; (2) travel; (3) training; and (4) weapons qualification. The *Court Facility Security Monthly Statistical Summary Report* must be reviewed and signed by the COTR prior to forwarding it to the Judicial Protective Services, Operations Support Branch. A copy of the form is provided in Section J, *List of Attachments*.

(f) *Daily Time and Attendance Log:*

(1) The Contractor must maintain at all times and as directed by the COTR, an official *Daily Time and Attendance Log*, for each court facility authorized CSOs (See Section B for official court facility locations). The Contractor must also require all CSOs, including LCSOs, to record their actual arrival and departure times on the *Daily Time and Attendance Log* while performing under this contract.

(2) The *Daily Time and Attendance Log* will be placed in an area designated by the COTR and must be maintained in chronological order for each court facility where CSOs provide services. The log must capture the names of each CSO, the date of performance, arrival and departure times, the actual hours worked by each CSO, an explanation block to address attendance issues, and a signature block for each CSO to certify their time and attendance entries. If, for any reason, a CSO is not present to perform, the Contractor must document the reason why the CSO is not available in the *Daily Time and Attendance Log*. The Contractor must provide, as supporting documentation, a legible copy of each log to the COTR with each applicable monthly invoice(s).

(g) *Emergency Systems Report:* The Contractor must provide on a monthly basis, an *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. The Contractor must provide the report to the COTR by the tenth of each month. The *Emergency Systems Report* must 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. The report must also indicate if a repair order was placed, when and what time the repair order was placed, the name of the company and the person contacted for the repair, and when the equipment was repaired.

(h) *Monthly Activity Report:*

(1) The Contractor must complete and submit a *Court Security Officer Monthly Activity Report* to the Government by the tenth calendar day of

each month. ***The monthly report must include as an attachment, copies of the invoices submitted to each facility's COTR for the reporting period of the report.*** The report or data will be subject to review and analyzed by the following offices listed in the chart below. The Contractor must provide an electronic copy of the data on a 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 via the e-mail.

United States Marshals Service Judicial Security Division Judicial Protective Services Attention: Operations Support Branch Washington, DC 20530-1000

United States Marshals Service Judicial Security Division Judicial Security Contracts Washington, DC 20530-1000
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Each designated COTR. (Refer to respective task orders for the mailing address.)

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

- (i) **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 status (full-time or part-time), anniversary date, their appointed site address and their actual pay rate and employment benefit compensation. The data should be compiled to reflect the personnel assigned to each District. The Contractor waives any objection to the USMS' use of such data, including disclosure to offerors during any future solicitation process.

PART I – SCHEDULE**SECTION G - CONTRACT ADMINISTRATION DATA****G-1 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL**

- (a) Contracting Officer: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirement, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.
- (b) Contracting Officer's Technical Representative (COTR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a Contracting Officer's Technical Representative (COTR), with a copy to the Contractor. An individual designated as a COTR is authorized to perform the following functions and those functions in accordance with COTR appointment letter:
- (1) Coordinate the technical aspects of this contract and inspect all required services.
 - (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract. (For rejection of services, see Section E-1 (a), Inspection and Acceptance.)
 - (3) Designate various individuals to assist in monitoring the performance of the contract. Such persons are not official COTRs, are NOT authorized representatives of the Contracting Officer, and may not perform the duties specified in JAR 2852.201-70(b), which is incorporated in the contract. The COTR responsibility still remains with the COTR designated by the Contracting Officer for that given area.

- (c) Other Federal Agencies: Under the authority of the Economy Act, the USMS has entered into mutual agreements with other Federal agencies to obtain security services by interagency agreements. These agencies will generally be referred to as an "Ordering Agency."

Federal Agencies other than the USMS, have limited contract administration authority. Primarily, these agencies are only authorized to serve as a paying office for the services specifically provided in their areas authorized in Schedule B of this contract.

G-2 CONTRACT ADMINISTRATION

The primary contract administration office (CAO) and the designated Contracting Officer for each circuit (***TO BE INSERTED AT CONTRACT AWARD***) are as follows:

Contract Administration Office
Contracting Officer Judicial Security Contracts Judicial Security Division U.S. Marshals Services Washington DC 20530-1000

G-3 TASK ORDERS

A task order, Option Form 347, is the official ordering document issued by the Contracting Officer that requires the Contractor to provide the services as described in Section C of this contract. All services will be ordered via task order. It provides the Contractor, among other things, a general description of services required, the maximum number of hours being requested, and the place of performance. The Contractor must not perform any services nor exceed the total task order price without prior written notice from the Contracting Officer. Payment will not be made for unauthorized work or costs.

G-4 OVERTIME SERVICES

- (a) Overtime hours and/or funds will be authorized by the Contracting Officer via task order. The COTR is delegated authority to request overtime services within the maximum hours and funding level provided on a given task order.

The Contractor must not perform overtime services that will exceed the maximum funding level provided by the task order.

- (b) Payment will not be made for unauthorized overtime worked or for overtime costs exceeding the maximum funding level.

G-5 INVOICE PAYMENTS

The Government will, on a monthly basis, pay the Contractor upon submission of a proper invoice, the total of the amount due for the services in accordance with this contract.

G-6 INVOICE REQUIREMENTS

- (a) Invoice Procedures:

The Contractor must prepare and submit an itemized invoice for each facility to the designated COTR or as specifically instructed in Option Form 347, "Order for Supplies or Services," and/or Standard Form 30, "Amendment of Solicitation/Modification of Contract," whichever is applicable. The Contractor must submit a *proper* invoice in order to receive payment.

The Contractor's invoice must include the following information:

- (1) The name and address of the business concern;
- (2) The invoice date;
- (3) Contract number, task order and/or modification number;
- (4) A description, and the quantity of supplies or services furnished, as well as the associated contract line item number(s);
- (5) Shipping and payment terms;
- (6) The name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (7) The name, title, telephone number and mailing address of the person to be notified in the event of a defective invoice;
- (8) Tax payer identification number (TIN) (Usually a social security number if the Contractor is an individual or their employer identification number if a company. Invoices submitted without this number will be considered incomplete and will not be paid.);
- (9) The date delivery occurred or the period over which services were provided;
- (10) The Contractor must include the following statement on each invoice:

CERTIFICATION

I certify to the best of my knowledge and belief that the supplies/services shown on this invoice have been received and are accepted.

Contracting Officer's Technical Representative

Date

Payment will only be made after the following conditions have been met:

- (1) After contract performance/payment of CSO and Government acceptance of services;
- (2) After receipt of a proper invoice and the required monthly activity report;
- (3) Only for the number of hours actually performed, less any deductions for deficient performance, and for reimbursable expense(s) actually paid and considered allocable, allowable, and directly applicable to this contract.
- (4) The Government will take a deduction from the invoice for charges assessed to the Contractor for deficient performance for the month for which the invoice is submitted and for previous months, for which the proper deductions have not been taken. The paying office will itemize any deductions taken and provide the reasons for the deductions on the payment voucher.

(b) Invoicing for CSO Travel:

- (1) The Contractor will be reimbursed for per diem (transportation, lodging, meals and incidental expenses) incurred by the CSO(s) authorized to travel. Reimbursement will only be made to the extent allowed by FAR 31.205-46 and the Department of Justice Travel Guide, and the applicable Government Travel Regulations (GTR) per diem rates, in effect at the time of travel. Travel costs will not be reimbursed in an amount greater than the cost of, and time required for coach class, commercially scheduled air or ground travel by the most expeditious route unless coach air or ground travel is not available and the Contractor certifies to this fact in the voucher or other documents retained as part of his contract records to support his claim or post-audit.
- (2) Per diem is not allowable at the CSO's regular duty station (RDS) or within an area located within a 50-mile radius of the RDS. When a CSO is required to travel to an alternate duty station (ADS) beyond 50

miles of their RDS via a privately owned vehicle (POV) (either personally or contractor-owned), mileage expenses will be paid from the RDS to ADS in accordance with guidelines outlined in the GTR and only at the rate effective at the time of travel. If the CSO must visit their RDS prior to departing for an ADS, time (including travel to work overtime) and mileage will be calculated pursuant to the terms found in paragraph (3)(ii) below.

- (3) When a CSO is required to travel to an ADS via a POV and the mileage range is in excess of a 50-mile radius from the RDS, the following applies:
 - (i) When a CSO is required to visit their RDS prior to departure for an ADS: (1) mileage will be calculated from the RDS to the ADS; and (2) time will be calculated from the time of departure from the RDS to the arrival at the ADS, not from the CSO's residence. Time will be calculated on a reasonable basis taking into consideration normal traffic patterns and speed limits for the particular route taken. The route used will be the most direct route from the RDS to the ADS. The cognizant COTR will be the determining official should a question arise concerning the most direct route. (If travel occurs during normal duty hours, the pay will be in accordance with the Basic Rate).
 - (ii) When the CSO travels directly to an ADS: (1) mileage will be calculated as total miles traveled one way, from the CSO's residence to the ADS, less mileage calculated from the CSO's residence to the RDS; (2) time will be calculated from the time of departure from the CSO's residence to arrival at the ADS, less that time which would be attributable to normal commuting from the CSO's residence to the RDS; and (3) if, in the event the mileage from the RDS and the ADS exceeds 50 miles, but the mileage from the CSO's residence to the ADS is less than 50 miles, the policy for travel not exceeding 50 miles from the RDS will apply.
 - (iii) The Contractor will use the following billing methods for CSO travel in excess of a 50-mile radius from the CSO's RDS:
 - (A) Mileage: If use of POV is authorized, allowable mileage will be billed at the applicable GTR rate that is current at the time of travel.

- (B) Time: For compensation for CSOs in a travel status (i.e., to and from the ADS), the Contractor must bill the Basic Rate, up to 40 hours per week. Any time in excess of a 40-hour week will be billed at the overtime rate.
 - (iv) The Contractor must submit an individual travel invoice for each CSO. Partial or piecemeal invoices must not be submitted or considered for payment purposes.
 - (v) The Contractor's invoice must be accompanied with a Standard Form (SF) 1034, "Public Voucher Purchases and Services Other than Personal," Section J, *List of Attachments* for travel reimbursement. The Contractor must also attach backup for the amount claimed on the *CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement* form, Section J, *List of Attachments*. The voucher must include, at a minimum, the following information:
 - (A) The invoice date;
 - (B) The name of the traveler;
 - (C) The description of the travel;
 - (D) The contract number and the district in which the travel was incurred; and,
 - (E) The period covered.
- (c) Invoicing for Overtime:
- (1) All hours billed in excess of a 40-hour work week (Sunday through Saturday) must be certified by the COTR in order for payment to be made (See terms and conditions set forth in Section C-26, *Overtime and Holiday Performance*.) Where the Contractor incurs overtime without the COTR's approval, the Government will have no liability to pay for those services.
 - (2) A SF 1035 must be used for invoicing for overtime. In addition to the invoice requirements stated in paragraph G-4, the voucher for overtime must be annotated with the following information:
 - (i) The name of the employee who worked; and,
 - (ii) The number of hours in excess of the employee's normal 40 hour work week.

(d) Invoicing Period:

Invoices must be submitted on a monthly basis only and must be submitted in accordance with Section G-6, *Invoice Requirements*, of the contract. Invoices must also be accompanied by, or preceded by, the Monthly Activity Report required in Section F-2, *Deliverables*.

G-7 PRICE ADJUSTMENT PROCEDURES RESULTING FROM WAGE DETERMINATION INCREASES

- (a) Price adjustments resulting from wage determination increases incorporated into this contract will be processed in accordance with Federal Acquisition Regulation (FAR) 52.222-43, Fair Labor Standards Act (FLSA) and Service Contract Act (SCA)-- Price Adjustment (Multiple Year and Option Contracts).

(b) Applicability:

- (1) The Contractor must only submit a price adjustment notice for new or revised wage determinations officially incorporated into this contract by the Contracting Officer. The SCA and the FLSA contract price adjustments only apply to the labor categories listed on the Department of Labor's wage determinations that perform the work of the contract. Adjustments are limited to labor costs only. No adjustment will be made for business expenses such as uniform costs, medical exams, weapon qualifications or any other item listed in a wage determination or included in a Collective Bargaining Agreement that is not considered a direct labor cost.
- (2) Site Supervisor positions are considered managerial personnel and are not subject to an adjustment as result of either the Department of Labor Wage Determination or Collective Bargaining Agreement.

(c) Time Requirements:

The Contractor must submit the price adjustment notice to the Contracting Officer within 30 days after receiving a new wage determination, unless an extension of this notification has been granted by the Contracting Officer.

- (d) (1) Methodology: Price adjustment claims will be based on the total number of hours ordered by the Contracting Officer for a given contract

period. Each position equates to a maximum of 2008 hours per contract period.

(2) **Format:** The Contractor's claim must include the following elements:

- (i) Names of the employees for whom the wage determination will effect, including their employment status (full-time or part-time) (Number of hours should not exceed the total number of positions ordered by the Contracting Officer for the applicable contract period.);
- (ii) the actual wage rate paid each employee for which a price adjustment is sought;
- (iii) Each employees payroll record;
- (iv) Documents supporting impact on fringe benefit costs, if applicable;
- (v) Documents supporting costs (payroll taxes), if applicable;
- (vi) A hard copy and an electronic copy of the claim (i.e., spreadsheet).

The Contractor's claim for a price adjustment should be presented in a manner that clearly defines the methodology/formula used to determine the increase amount sought. Using the columns indicated below, the price adjustment must be computed as follows. A detailed sample spreadsheet is provided in Section J, *List of Attachments*.

Position	Contract Rate	Current Wage Rate	Revised Wage Determination Rate	Rate of Increase	Application of Applicable Fringe Benefits and Taxes	Total Projected Hours or Actual Hours Worked.	Total Price Increase (Fully Burdened)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

- (e) **Certification.** As required in FAR 52.222-43 paragraph (b), the Contractor warrants the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price labor rates in writing. The Contractor must continue performance until an agreement on or determination of any such adjustment and its effective date has been made. Violation of this requirement can be used as grounds for contract default.

G-8 2852.201-70 Contracting Officer's Technical Representative (COTR) (JAN 1985)

- (a) Mr./Ms. (Name) of (Organization) (Room No.), (Building), (Address), (Area Code & Telephone No.), **(TO BE APPOINTED AT CONTRACT AWARD)** is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

PART I – SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 SUBCONTRACTING RESTRICTION

Except as specifically stated in this contract (Reference Section H, Clause titled Subcontract [FAR 52.244-2 (Aug 1998)] or approved in writing in advance by the Contracting Officer, the Contractor must not subcontract any work under this contract. It is contemplated that approval will be given for subcontracting certain phases of the work when, in the opinion of the U.S. Marshals Service, such subcontracting will not adversely affect the quality of delivery of services nor the difficulty or cost of inspection and testing. All requests for approval to subcontract must be submitted in writing to the Contracting Officer for consideration and approval.

H-2 INDEMNIFICATION

- (a) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and reasonable costs of any person or persons and for loss or damage to any Contractor or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or negligent omissions of the Contractor, any subcontract, or any employee, agent, or representative of the Contractor or subcontractor.
- (b) Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damage to property in the custody and care of the Contractor, where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instructions of assignment in favor of the Government, in obtaining recovery.

H-3 REMOVAL OF CSOs AND OTHER CONTRACTOR PERSONNEL FOR VIOLATIONS OF THE CSO PERFORMANCE STANDARDS

- (a) The Contractor shall be responsible for providing employees that meet the qualifications and requirements established under the Contract. Any employee provided by the Contractor that fails to meet the CSO performance standards set forth in Section C may be removed from performing services for the Government under this Contract upon written request of the Contracting Officer.
- (b) The United States Marshals Service reserves the right at all times to determine the suitability of any Contractor employee to serve as a CSO. Decisions rendered under any dispute resolution process, including assisted settlement, negotiation, consultation, mediation, mini trials, arbitration or any other process available to the contractor and its employees shall not be binding upon the United States Marshals Service. Any decision to continue a Contractor employee in a CSO capacity will be made solely by the Judicial Protective Services on a case-by-case basis in accordance with the requirement to safeguard the federal judicial process, the Judiciary, citizens, and property as per policies and directives governing Judicial Protective Services operations.
- (c) Any employee provided by the Contractor that the Contracting Officer asserts has failed to meet the performance requirements set forth in Section C, Description/Specifications/Statement of Work, may be removed from performing services under this contract. The United States Marshals Service reserves the right to temporarily remove a CSO under investigation for an alleged serious performance standard violation or criminal charge from performing under the contract. The individual's firearm and credential must be returned to the USMS until the alleged incident is resolved. A determination by the Contractor that an employee's performance can be corrected by discipline and/or other measures and still meet the terms of the contract shall be made in writing to the Contracting Officer. The Contracting Officer and Judicial Protective Services shall make the final determination of suitability. In the event that an employee consistently fails to perform following notification by the Contracting Officer, the Contractor may be assessed liquidated damages. Liquidated damages shall be computed for each affected employee as outlined in Section F-1, *Liquidated Damages - Supplies, Services or Research and Development*.

- (d) If requested by the Contracting Officer or a designated representative, the Contractor shall provide a written explanation to the Contracting Officer, providing the facts and argument regarding the proposed removal of an individual. In the event that the Contracting Officer or designated representative has requested the removal, a written response from the individual subject to the removal, if any, and a written statement of the Contractor's position on the removal of an individual must be forwarded to the Judicial Protective Services, through the Contracting Officer, within 15 days of the initial removal notice for a final decision.
- (e) Notwithstanding the requirements of Paragraph (b), above, any employee provided by the Contractor that engages in actions such as misuse of weapons or credential that have been provided, removal of assigned weapons or credential from the courthouse/site, improper activity related to a jury, or engages in criminal conduct, whether on or off-duty, or any other activity that affects the integrity of the judicial process or is likely to compromise the security of the courts, shall be removed from performing services for the Government under this contract, and shall not be reassigned to this contract without the concurrence of the Contracting Officer. The Contractor shall notify its employees of this requirement and shall post this requirement in a conspicuous location.
- (f) The Contractor shall be required to submit with its proposal established procedures for disciplining employees who fail to comply with the terms of the contract. The Contractor's disciplinary procedures must provide, at a minimum, notice to the employee of any allegation(s) made concerning the employee's performance and an opportunity for the employee to respond.
- (g) The Contracting Officer will forward copies of all correspondence pertaining to the removal of the contractor's employees to the COTR responsible for overseeing contractor performance in each district.
- (h) The procedures of Section H-3 do not apply to situations where a CSO is removed for failure to meet the contract's medical and/or physical qualification standards and/or firearms qualifications.

H-4 INSURANCE COVERAGE

- (a) The Contractor must acquire and maintain at its expense during the entire contract performance period adequate insurance. Insurance coverage must, at minimum, provide the following:

- (1) \$100,000 per incident minimum Workman's Compensation and Employee's Liability Insurance.
 - (2) General public liability insurance covering all duties, services, and work to be performed under this contract. The insurance provides limits of liability for bodily injury not less than \$2,000,000 per person and \$5,000,000 for each occurrence, and property damage limits of liability of not less than \$200,000 for each accident. The general liability policy must name the "The United States of America, action by and through the Department of Justice," as an additional insured with respect to operations performed under this contract.
 - (3) Automobile Liability Insurance written on the comprehensive form of policy of \$1,000,000 per person and \$5,000,000 per occurrence for bodily injury, and \$200,000 per occurrence for property damage.
- (b) Each liability policy must include the following provision:
- "It is a condition of this policy that the company shall furnish written notice to the Department of Justice, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."
- (c) Insurance is to be effective throughout the term of the contract. Upon request, the Contractor must furnish the Contracting Officer as evidence of requirement insurance, certified true copies of liability policies and manually countersigned endorsements of any changes thereto. Renewal policies must be furnished not less than five days prior to the expiration of current policies.

H-5 LICENSES

The Contractor must secure and maintain in a current status all required licenses and permits applicable to the lawful functioning within the locations listed in Section B, Supplies or Services and Prices / Costs. In doing so, the Contractor must furnish evidence to the Contracting Officer, of a company license (state and/or local) authorizing the company to provide guard service within that state and/or locality, or evidence of application for same, within 14 days after request by the Contracting Officer.

H-6 FACILITY SURVEY PRIOR TO ASSUMING/COMMENCING CONTRACT PERFORMANCE

After the award, but prior to performance, the Contractor must coordinate a facility survey with the COTR for purposes of familiarizing each Contractor personnel with the CSO post assignment records and the Judicial Security Plan designed specifically for that facility. A facility survey must also be performed on the first day of duty for each Contractor personnel hired after implementation of the contract.

H-7 RECORDING PRESENCE

All Contractor personnel performing work at a USMS site must sign in when reporting for duty and sign out when leaving at the end of the work day on a "Record of Time of Arrival and Departure" form. This form will be provided and secured at an area designated by the COTR.

H-8 WAGE DETERMINATIONS

- (a) Wage determinations, as reflected in Section J, *List of Attachments, Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed in the performance of this contract. Contractor employees assigned to labor categories listed in the wage determination must be paid no less than the minimum monetary wage and furnished fringe benefits as indicated in the wage determination. The Contractor must immediately pay these employees the minimum wages and fringe benefits upon receipt of the applicable wage determination. This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.
- (b) Wage determinations, as reflected in Section J, *List of Attachments, Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements*, are applicable to employees who will be employed as a CSO during the performance of this contract.

H-9 LIABILITY FOR START-UP COSTS

- (a) *Liability for Background Investigations Costs During Contract Start-Up* - During the contract transition phase only, the Contractor will be responsible for the costs of background investigations for all non-incumbent CSO

applicants in the amount of \$1,895.00, unless the Contractor can substantiate that an offer for employment was made to an incumbent CSO and that offer was rejected. The Government will assess the amount from the Contractor's invoice. The amount of \$1,895.00 represents the additional costs of the Government performing background checks on a new applicant.

- (b) Start-Up Cost - The Government will only be liable for actual start-up costs incurred by the Contractor. If the Contractor does not provide a complete uniform as stated in Section C to a CSO during a contract performance year, the Government will not be liable to reimburse the Contractor for uniform start-up costs.

The Government will not reimburse the Contractor for start-up costs associated with hiring individuals in excess of the number of personnel required for the CSO positions authorized in Section B, Supplies or Services and Prices / Costs, or subsequent positions authorized by the Contracting Officer. Additionally, the Government will not be liable for start-up costs caused by turnover of contractor employees or when previously approved CSOs fail either preliminary or background investigations, except those specific cases set forth in Section C-8, *Turnover*.

H-10 QUANTITIES FOR MINIMUM AND MAXIMUMS

- (a) For the purpose of determining the contract minimum guarantee as described below, the number of CSO positions must be the number of positions specified on the Specification and Pricing Proposal Sheet. ***Neither LSSO nor SSO positions are included in the contract minimum guarantee calculations.*** A position equates to a CSO working a 40-hour workweek. The Government guarantees that a minimum amount of work will be ordered under this contract. The minimum guarantee will be determined by the Specification and Pricing Proposal Sheet for the base contract period. The amounts must be determined as indicated in the following paragraphs.
- (b) For the base contract period, the minimum guarantee will be computed by multiplying the basic hourly rate for each location, by the number of CSO positions for each location, multiplied by 174 estimated average hours per month, multiplied by four months. This guarantee is subject to the availability of funds.
- (c) If there are less than four calendar months remaining between the date of the award and the end of the Government's fiscal year in which the award is being made, then the minimum guarantee is to be calculated with the lesser number of months and the resultant shortfall from the amount calculated using four

months may be subsequently provided subject to the availability of appropriated funds for performance beyond the end of the fiscal year. (The Government's fiscal year ends on September 30 of each year.)

- (d) For the purpose of determining the contract maximum for the base contract period, the number of CSO positions will be 100% of the number of positions specified on the Specification and Pricing Proposal Sheet.

H-11 DEPARTMENT OF JUSTICE DEADLY FORCE POLICY

The Contractor must ensure that its employees fully comprehend and comply with Section J, *List of Attachments, Department of Justice Deadly Force Policy*.

H-12 NOTICE REGARDING FIREARM POSSESSION/DOMESTIC VIOLENCE

Title 18, Section 922(g)(9) of the United States Code makes it a federal felony for anyone previously convicted of a misdemeanor crime of domestic violence to possess a firearm or ammunition. "Misdemeanor crime of domestic violence" is generally defined as any offense whether or not explicitly described in a statute as a crime of domestic violence which has as its factual basis the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent or guardian. A person falls under the prohibition of the statute if he or she has ever been convicted of a misdemeanor crime of domestic violence. The term "convicted" is generally defined in the statute as excluding anyone, whose conviction has been expunged, set aside or has received a pardon.

H-13 NOTICE REGARDING BLOOD BORNE/AIR BORNE PATHOGENS EXPOSURE

- (a) The Contractor is hereby provided notice that there is risk of occupational exposure to potentially infectious materials for their employees under this contract. It is the Contractor's responsibility to inform its employees of this risk.
- (b) The Contractor must formally document the acknowledgment of its employees that they have been made aware of the associated risks and that the Contractor is responsible for ensuring that they take self-protective measures whenever they are subject to such exposure.

- (c) The Contractor must ensure that its employees are made aware that they should not be handling prisoners or accessing cellblock areas on a routine basis as this is not a requirement of the contract and puts the employee at a high level of risk of infection.
- (d) Any cost to the Contractor associated with their compliance to this portion of the contract is the responsibility of the Contractor.

H-14 KEY PERSONNEL

- (a) The Contractor must assign a contract manager and site supervisors to key positions. These individuals are considered essential for the work required. The Contractor must not make a diversion or substitution of any key personnel without the written consent of the Contracting Officer. The following key personnel are assigned to this contract:

<u>Name</u>	<u>Role</u>	<u>Company</u>
1.		
2.		

- (b) During the first 90 days of performance, no substitution of key personnel will be allowed unless the substitution is necessitated by illness, death, or termination of employment. In any of these events, the Contractor must notify the Contracting Officer within 72 hours of knowledge by the Contractor and provide the information required by paragraph (c) below. After the initial 90-day period, all proposed substitutions must be submitted in writing to the Contracting Officer for approval.
- (c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The qualifications of any proposed substitutes must meet or exceed the contract requirements. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

H-15 RESIDENCY REQUIREMENT

The Department of Justice Residency Requirement is amended to apply to all DOJ contracts employed within the United States, both United States citizens and non-United States citizens.

The Residency requirements states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

Additionally, an individual, whether employee or contractor, who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the allied countries list are subject to change, refer to the following website for current information: <http://www.opm.gov/employ/html/Citizen.htm>

H-16 PROCEDURES FOR ADDRESSING COURT SECURITY OFFICER (CSO) MISCONDUCT OR FAILURE TO PERFORM

Report of an alleged misconduct or failure to perform will be processed as follows:

- (a) Upon receipt of notification of an alleged misconduct and/or performance violation, the Contracting Officer will request the Contractor to investigate the alleged action. The Contractor must investigate the alleged action and report the results of the investigation to the Contracting Officer within five (5) business days of notification. The results of the investigation must include all investigative supporting documents, and the Contractor's recommendation for disciplinary action.
- (b) Based on a thorough review of the data provided by the Contractor's investigation and the information provided by USMS, if the Government does not agree with the proposed disciplinary action the Government may request the Contractor to reconsider its proposed remedy and submit its response to the Contracting Officer within two (2) business days of the date of the notification letter.

Part II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE – Listing of Contract Clauses Incorporated by References

The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.209-6	SEPT 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
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52.216-5	OCT 1997	PRICE REDETERMINATION-PROSPECTIVE
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52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
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52.222-35	SEPT 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
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52.222-41	JUL 2005	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACTS ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
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52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
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52.227-17	JUN 1987	RIGHTS IN DATA-SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE AND LOCAL TAXES
52.230-2	MAR 1998	COST ACCOUNTING STANDARDS
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52.230-6	APR 2005	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND- MATERIALS AND LABOR-HOUR CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
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52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
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52.233-1	JUL 2002	DISPUTES
52.233-2	SEP 2006	SERVICE OF PROTEST
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATIONS
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
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52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	AUG 1998	SUBCONTRACTS
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52.245-1	APR 1984	PROPERTY RECORDS
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52.246-25	FEB 1997	LIMITATION OF LIABILITY-SERVICES
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT)(ALTERNATE IV)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251.1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I-2. FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Nov 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.215-19 Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued through the Period of Performance as specified in Section B.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the period of four months, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for a single item in or combination of items in excess of 100% of the existing number of CSOs assigned to a given District per contract period for the Basic Rate. No limitations are set for Start-up costs; however, a limit does apply to the Overtime Rate. That limit is based upon the maximum quantity ordered by the Contracting Officer.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the effective period of performance of the contract.

**I.5 52.216.29 TIME-AND MATERIALS LABOR-HOUR PROPOSAL
REQUIREMENTS-NON-COMMERCIAL ITEM ACQUISITION WITH
ADEQUATE PRICE COMPETITION (FEB 2007)**

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control;
- (c) The offeror must establish fixed hourly rates using—
 - (1) Separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between

divisions, subsidiaries, or affiliates of the offer under a common control;

- (2) Blended rates for each category of labor to be performed by the offeror, including labor transferred between divisions, subsidiaries, or affiliates of the offeror under a common control, and all subcontractors; or
- (3) Any combination of separate and blended rates for each category of labor to be performed by the offeror, affiliates of the offeror under a common control, and subcontractors.

I.6 FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.7 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 day provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years 10 months.

I.8 FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

I.9 FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (Dec 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at
<http://www.nlr.gov>

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I-10 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits	
<u>Court Security Officer</u>	<u>GS-6 (see below)</u>	
3 rd Circuit	Shreveport, LA	Texarkana, TX
Wilmington, DE	Monroe, LA	Marshall, TX
Newark, NJ	Alexandria, LA	Sherman, TX
Trenton, NJ	Lake Charles, LA	Lufkin, TX
Camden, NJ	Lafayette, LA	Plano, TX
	Baton Rouge, LA	Houston, TX
		Galveston, TX
		Laredo, TX
Philadelphia, PA	Oxford, MS	Victoria, TX
Reading, PA	Greenville, MS	McAllen, TX
Easton, PA	Aberdeen, MS	Brownsville, TX
Allentown, PA	Jackson, MS	Corpus Christi, TX
Scranton, PA	Hattiesburg, MS	San Antonio, TX
Harrisburg, PA	Biloxi, MS	Austin, TX
Wilkes-Barre, PA	Gulfport, MS	El Paso, TX
Williamsport, PA	Gulfport, MS	Midland, TX
Pittsburgh, PA	Natchez, MS	Waco, TX
Erie, PA		Del Rio, TX
Johnstown, PA	Dallas, TX	Pecos, TX
	Abilene, TX	Alpine, TX
St. Thomas, VI	Amarillo, TX	
St. Croix, VI	Fort Worth, TX	
	Lubbock, TX	
	San Angelo, TX	
5 th Circuit	Tyler, TX	12 th
New Orleans, LA	Beaumont, TX	Washington, DC
		Arlington, VA

I-11 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I-12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>

I.13 Authorized Deviations in Clauses (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any _DEPARTMENT OF JUSTICE ACQUISITION REGULATION (JAR) (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.14 Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J – LIST OF ATTACHMENTS**

<i>ATTACHMENT</i>	<i>TITLE</i>
1	APPLICABLE DEPARTMENT OF LABOR WAGE DETERMINATIONS
1(A)	Applicable Department of Labor Wage Determinations and Collective Bargaining Agreements
1(B)	Current Seniority Listing For All LCSOs and CSOs

ATTACHMENT	TITLE
2	CSO STAFFING FORMS
2(A)	CSO Form 001, Contractor's Court Security Officer Staffing Notification
2(B)	CSO Form 004, Acknowledgement of Conditions of Court Security Officer Eligibility
2(C)	CSO Form 005, Court Security Officer Contractor's Background Check Form
2(D)	CSO Form 006, Certification of Court Security Officer Performance Standards
2(E)	CSO Form 007, Certificate of Compliance, The Lautenberg Amendment, Title 18, Section 922(G)(9) of the United States Code
2(F)	CSO Form 008, In-District (Phase I) Orientation Certification
2(G)	CSO Form 009, Notification of a Court Security Officer's Official Performance Date
2(H)	CSO-229, Certification of Medical Examination for Court Security Officers
2(I)	CSO-234, Personal Qualifications Statement (Court Security Officer)
2(J)	CSO FORM 014, CSO Weapons Qualification Record
2(M)	FD-258, FBI Fingerprint Card
2(N)	CSO Form 013, CSO Contractor's Medical Practitioner's Data Sheet
2(O)	CSO Form 012, CSO Contractor's Request to Reevaluate an Individual's Medical Qualification
2(P)	CSO Form 015, Notice and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act of 1970, as amended 15 U.S.C. § 1681, et. Seq.
2(Q)	Standard Form 85P, Questionnaire for Public Trust Positions
2(R)	Standard Form 86, Questionnaire for National Security Positions, Form

ATTACHMENT	TITLE
3	REPORT FORMS
3(A)	CSO Form 002, Court Facility Monthly Statistical Summary Report
3(B)	CSO Form 003, Court Facility Incident Report
3(C)	CSO Form 010, Court Security Officer (CSO) Travel Authorization
3(D)	CSO Form 011, Court Security Officer (CSO) Travel Expense Reimbursement
3(G)	<i>Approved Subcontracting Plan (to be incorporated at time of award)</i>
3(I)	SF 1034, Public Voucher For Purchases and Services Other Than Personal
3(J)	Court Security Officer Monthly Activity Report

ATTACHMENT	TITLE
4	POLICIES AND DIRECTIVES
4(A)	Department of Justice (DOJ) Deadly Force Policy
4(B)	USMS Directive 2.54-1, Less-Than-Lethal Devices

DJMS-08-D-0015

Attachment 1

Applicable Department of Labor Wage Determinations

DOL WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT

DISTRICT	CITY	COUNTY	REVISION DATE	WAGE DETERMINATION	UNION
Columbia	Statewide	Statewide	8/27/2007	CBA-2007-1402	United Government Security Officers of America Local 80

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2007-1402
Revision No.: 0
Date Of Last Revision: 8/27/2007

State: District of Columbia

Area: Statewide

Employed on United States Marshals Service contract for Court Security Officers Services in the District of Columbia.

Collective Bargaining Agreement between contractor: USProtect Corporation, and union: United Government Security Officers of America Local 80, effective 6/6/2007 through 8/31/2010.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

COLLECTIVE BARGAINING AGREEMENT

Between

**USPROTECT
INCORPORATED**

and the

**UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA
LOCAL #80, INC.**

**Court Security Officers and Special Security Officers of the 12th Circuit
(District of Columbia)**

June 6, 2007 – August 31, 2010

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Appendix A Economic Provisions

Appendix B Drug Screening Policy

PREAMBLE

THIS AGREEMENT is made and entered into on June 6, 2007, by and between USProtect Incorporated, a Maryland corporation, and its successors, hereinafter referred to as the "Employer" or "Company," and UNITED GOVERNMENT SECURITY OFFICERS OF AMERICA, LOCAL # 80, INC., hereinafter referred to as the "Union." All provisions of this Agreement shall be in effect as of the date of this Agreement.

ARTICLE #1

GENERAL PROVISIONS

1.1 RECOGNITION-BARGAINING UNIT

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time and regular shared position United States Marshal Service (USMS) credentialed court security officers (CSO's), and Special Security Officers (SSO's), hereafter collectively referred to as "Employees", assigned to the federal courthouses, and other United States Justice Department related office buildings pursuant to the Employer's contract with the United States Marshals Service for security within the jurisdictional boundaries of the 12th Circuit, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, Lead CSO's or Lead SSO's, temporarily assigned Employees and substitute Employees, and all other Employees of the Employer. It is expressly agreed and understood between the parties that persons enrolled or participating in the Company's one-day pre-assignment training program shall not be considered employees under this Article 1.1(A) for that day of training.
- B. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in Article 1, Section 1.1A of this Agreement.

1.2 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in Article #5 of this Agreement. If the Employee requests, the Company will call for a steward prior to any disciplinary action being taken whether it be written or verbal. The Company recognizes the right of the Union to investigate grievances and interview Employees before and/or after work time and during breaks. If the Company takes disciplinary action during work time, a representative of the Union, if requested by the Employee, will be given time to be present for the disciplinary procedures. The selection of a particular shop steward to represent an Employee shall be the prerogative of the Employee and the Union. If the designated shop steward is unavailable and the Company is unable to delay the disciplinary procedures, the Company shall contact the Union President who shall designate another individual to represent the Employee, provided, that if the Union President is unable to designate an individual who is available to represent the Employee within eight hours of notice from the Company, the Company may go ahead

with a disciplinary meeting held solely for the purpose of administering discipline. The supervisor, at the request of the Employee, will release the steward only when properly relieved. The Company will not be responsible for paying the steward for time spent in this regard.

- B. Union stewards and representatives shall be granted a minimum of two (2) hours per incident, during working hours, to conduct investigations of grievances and complaints, not to affect the operation of the working unit.

1.3 MANAGERS AND SALARIED PERSONNEL

- A. Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except as necessary to fulfill the work under the US Marshals Service contract as determined necessary by the Employer and as allowed by the Marshals Service.
- B. Managers cannot be assigned to cover CSO overtime positions or posts except in emergency situations as determined by the Employer, or when specifically directed by the USMS, or in situations dictated by availability of personnel and amount of notice given for overtime. The Union retains the right to grieve the Employer's designation of "emergency situation." The Company will permit Site Supervisors to work overtime assignments only when there is no bargaining unit member available or in situations described above due to the rapidly changing court environment. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union by the Company upon request.
- C. Assignments for work will first go to the members of the bargaining unit, as defined in Article 1, Section 1.1(A). An LCSO/LSSO will be scheduled to perform bargaining unit work only when a CSO/SSO is unavailable to work and all means to fill the vacant schedule, including seeking officers from other shifts within the building and, if practical, from other buildings, have been exhausted, or when operational exigencies require. An LCSO/LSSO may be assigned to perform work that otherwise would result in the payment of overtime to bargaining unit employees unless that assignment would also result in the payment of overtime to the LCSO/LSSO, provided that, upon request, the Company shall furnish the Union with time records of LCSO/LSSO's so assigned. Once a CSO/SSO has accepted an assignment which has been identified to him/her as overtime, the CSO/SSO will not have his/her regular schedule adjusted to avoid the payment of overtime or to facilitate the assignment of overtime to LCSO/SSOs.
- D. Whenever a lead position is vacant and a lead CSO/SSO does not volunteer to work, a CSO/SSO may be designated to work if the Employer deems it necessary to fill the position and shall receive lead compensation. Such designation must be in writing.

1.4 AGENCY SHOP AND DUES CHECK-OFF

1.4.1 DUES CHECKOFF

The Company agrees to deduct monthly dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon

receipt of written authorization from the Employee on a form provided by the Union. The Employee, upon 30 days' written notice served upon the Company and the Union, may revoke such authorization. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to what the Union membership dues are. The Union agrees to indemnify and save the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section.

1.4.2 AGENCY SHOP

- A. All Employees employed in the District of Columbia or at any federal enclave, who are not members of the Union, shall pay the Union a Service Fee. This Service Fee shall be an amount determined by a Certified Public Accountant as necessary to cover the costs of negotiating and administering the collective bargaining agreement, which amount shall not exceed the Union's regular and usual initiation fees and dues, and shall not include any assessments, special or otherwise. Non-members will be provided with a copy of the Union's procedures for filing fair share fee objections. Such payments shall commence after the 30th day after their date of hire, on the next monthly deduction period. Service fees may be deducted via check off card. These deductions will be made only upon receipt of written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may do so legally. The company agrees to deduct the fee from the Employees paycheck on a monthly basis. The CPA shall be selected by the Union and paid by the Union.
- B. Employees who are members of, and adhere to, the established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations as a condition of employment will be required to pay an amount equal to the Service Fee required above, to a tax-exempt (under Section 501 [c] [3] of the IRS Code), nonreligious charitable organization from a list supplied by the Union. The Union shall have the right to charge any Employee exercising this option the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall, twice a year, submit to the Union proof that the charitable contributions have been made.

1.4.3 PERFORMANCE OF FINANCIAL OBLIGATIONS

All employees must ensure that financial obligations are met as prescribed by US Marshal Service CSO Performance Standard 18.

1.4.4 TERMINATION FOR NON-PAYMENT

An employee that does not pay the Union dues, or the Service Fee, or the charitable contribution, either through an authorized check off or direct payment to the Union, all as described in Section 1.4.1, shall be terminated by the Company. To exercise this provision of the CBA, the Union must provide the Company a request for termination in writing. Before an employee is terminated by the Company for non-compliance with this Article 2, the employee must be first notified by the Union, via certified letter, return receipt requested, to pay the prescribed fees or dues, and the Union must provide proof to the Company of having done so. If the employee pays

the delinquent fees or dues within two (2) weeks after the date the notification is received, the employee will not be terminated. The obligations set forth in this Art. 1.4.4 shall only be effective to the extent permitted by controlling law. The Union agrees to indemnify and save the Company harmless against any claims, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Section. A judgment may be obtained against the CSO/SSO for non-payment of monthly dues or service fees.

1.4.5 REMITTANCE OF UNION DUES

- A. The Company will remit all dues that are authorized deductions to the financial Secretary/Treasurer of the United Government Security Officers of America, Local 80 within 72 hours from the date the deduction was made. The Company shall furnish the Union with a deduction list, setting forth the name and amount of dues and initiation fees. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions commenced by an Employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they are paid over to the Union. Errors made by the Company in the deduction or remittance of moneys shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.
- B. The Check-off Authorization Card to be executed and furnished to the Company by the Union and the Employees shall be the official Union Authorization for Check-off Dues. The Company shall accept no other form unless the parties mutually agree to the substitution.

1.5 INTENT OF PARTIES

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient operation. The Union and the Company agree that they will use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company, and that neither their representatives nor their members will intimidate, coerce or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union. Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability, or any other category prohibited by law."

1.6 UNIFORMS

- A. When the Employee's employment with the Employer ends, for any reason, the Employee shall be obligated to return, if requested by the Employer, all Employer issued uniforms issued within the current year, with the exception of shoes, socks and shirts, to the Employer prior to his/her last day of employment or as soon as practical. If the Employee returns the uniforms in unserviceable condition due to anything other than normal wear and tear, the Employer shall be permitted to bill the Employee and the Employee will be obligated to pay for the replacement cost. This section shall only apply to uniforms issued on or after the effective date of this Agreement.

- B. When the Employee's employment with the Employer ends, for any reason, the Employee shall be obligated to return, if requested by the Employer, all Government issued equipment to the Employer prior to his/her last day of employment or as soon as practical. If the Employee returns the equipment in unserviceable condition due to anything other than normal wear and tear, the Employer shall be permitted to bill the Employee and the Employee will be obligated to pay for the replacement cost.
- C. Failure to return uniforms and/or equipment as provided in Sections 1.6A and B, and refusal to reimburse the company will be considered an adverse action and the Employee's personnel record will be annotated as such for the purpose of future references to prospective employers. The Union agrees that all employees, as a condition of employment or continued employment, shall provide written authorization allowing the Company to deduct, from the employee's final paycheck, the cost of all unreturned issued clothing and equipment. The deduction for such missing items shall be the cost to the Company.

ARTICLE #2

SENIORITY

2.1 SENIORITY DEFINED

- A. Unit Seniority shall be the length of continuous service from the Employee's original date of hire or transfer to all sites within Local 80's jurisdiction as per the US Marshals Service computer within Local 80's jurisdiction as a Special Deputy US Marshal Court Security Officer, or Special Security Officer for the Employer, past or present and/or any predecessor Employer. Seniority shall only accrue while the Employee is employed in the Court Security Program within Local #80. Unit seniority shall not accrue until the employee has successfully completed his/her 90-day probationary period. Unit seniority shall be applicable in determining the order of layoff and recall. Due to the unique situation in the 12th Circuit caused by the number of buildings involved, building seniority shall apply for issues such as job openings, shifts, vacations, days off, overtime, leaves and transfers. Vacancies and shifts shall first be filled within the building by building seniority and then unit seniority circuit wide. Any employee permanently transferred out of the designated building and within Local #80's jurisdiction, for any reason shall not lose his/her unit seniority, as it applies to order of layoff and recall. Seniority may be used in applying various aspects of this Agreement, as agreed to by the parties.
- B. Building seniority, for the purposes of scheduling, vacation scheduling, or overtime, will be determined by the length of service as an Employee regularly assigned to a particular building within Local #80's jurisdiction. Any Employee who voluntarily transfers to another building for any reason shall lose his/her building seniority as it applies to scheduling, vacation scheduling, days off, overtime, leaves and transfers. Involuntary transfer to another building for any reason other than discipline or government directed, shall not involve a CSO/SSO losing his/her full-time or time-share status. If available in the new building without bumping, his/her days off and shift shall remain the same as in the prior building. For purposes of future bids on work schedules, his/her building seniority shall include the time in the prior building. For all involuntary transfers challenged by Local 80, that result in a reversed decision, (i) the Employee shall be returned to his/her previous site and, if available,

previous post position at the site, and (ii) the previous days off and shift shall be restored, subject to the approval of the Government. In the event that two or more Bargaining Unit Employees seeking to exercise their seniority rights for the same purpose herein have the same seniority date, ties shall be broken first by granting the greater seniority to the Employee with the earliest date of hire. If there is still a tie, the employee with the earliest birth date, and, if necessary, the earliest time of birth, shall have the greatest seniority.

- C. For the purpose of seniority based decisions, timeshare unit seniority shall be equivalent to fulltime unit seniority.

2.2 SENIORITY LISTS

Seniority Lists shall be furnished by the Company to the proper Union officials within a reasonable time, upon written request by the Union, each March and September of each contract year. The Union President or the President's designated representative must make the request for these lists to the Company in writing. An Employee's standing on the posted Seniority List will be final unless protested in writing to the Site Supervisor or Contract Manager in districts where a "Site Supervisor" is not authorized, no later than thirty (30) calendar days after the list has been posted by the Employer.

2.3 PERSONAL DATA

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

2.4 TRANSFER OUT OF UNIT

Any Bargaining Unit Employee who is promoted to a non-bargaining unit position for more than four (4) weeks shall retain the unit seniority the Employee had at the date of the promotion to a non-bargaining unit position for the purposes of calculating vacation and personal leave only, but shall lose all building seniority and shall not accumulate additional seniority while in that capacity. If he/she remains in the continuous employ of the Company and returns to a bargaining unit position at a later date, he/she shall have the unit seniority he/she had at the time of promotion for the purposes of calculating vacation and personal leave only. For all other purposes, his/her unit and building seniority will start on the return date to the bargaining unit and his/her name will be placed at the bottom of the unit and building seniority lists. Such an employee may only return to a full-time unit position if a full-time unit vacancy already exists and that full-time vacancy is first offered to all unit employees.

2.5 BREAK IN SERVICE

Any Bargaining Unit Employee who is absent from the bargaining unit for more than four (4) consecutive months for any reason other than absences permitted under the terms of this collective bargaining agreement shall lose his/her seniority unless prohibited by law. If he/she returns to the bargaining unit at a later date, his/her unit and building seniority will start on that return date, except as provided in Section 2.4 and Section 2.7.6.

2.6 PROBATIONARY EMPLOYEES

Probationary Employees will be considered probationary for a ninety (90) working day-period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day-period also may be extended by mutual agreement.

2.7 TERMINATION OF SENIORITY

The seniority of an Employee shall be terminated for any of the following reasons:

1. The Employee quits or retires;
2. The Employee is discharged;
3. A settlement with an Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
4. The Employee is laid off for a continuous period of one hundred eighty (180) days;
5. The Government terminates the Employee's credentials as a CSO or SSO;
6. The Employee is otherwise asked to be removed from working under the Employer's contract with the Government, unless allowed to return to the unit and the contract at a later date;
7. The Employee fails to return to work upon expiration of a leave of absence
8. On recall from layoff, the Employee fails to express his or her intent to return to work, and/or does not return to work, in accordance with the requirements of Article 3.1.2.

ARTICLE #3

JOB OPPORTUNITIES

3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted at the building for a period of five (5) working days (excluding Saturdays, Sundays and Holidays). The five (5) day period may be reduced or omitted with written confirmation from all eligible unit members assigned to the building where the vacancy exists that they saw the notice and have no interest in the vacant position. Shared position Employees at the building where an opening occurs will be notified in writing at their

last known address, unless they have reported to work during the period that the vacancy is posted. The Site Supervisor will notify the Union President in writing of such openings. The Union President will then verify that all shared position Employees have been notified. When a vacancy occurs, the Employer will fill the position with the senior qualified Employee in the building who will be provided an orientation to familiarize him/her with the requirements of the new position. If the vacancy cannot be filled from within the building, the vacancy will be announced circuit wide for a period of five (5) working days (excluding Saturday, Sunday, and Holidays). The five (5) day period may be reduced or omitted with written confirmation from all eligible unit members that they saw the notice and have no interest in the vacant position. Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. Any Employee who wishes to apply for the open position shall do so in writing. Vacancy postings and vacancy notifications will be site specific, i.e., only Employees at the site where the vacancy occurs will be required to be notified. In all cases, the Employer carries out the written and/or verbal directives of the Government and the Federal Judiciary regarding the filling of vacancies. An Employee who applies for a vacant position shall not be permitted to reverse his/her decision to accept the position once they are placed on the new schedule and change in status paperwork has been processed. An Employee who accepts shall remain in the new position for a minimum of one year.

No employee hired after the effective date of this Agreement may bid on a vacancy until he or she has accrued twelve (12) months of unit seniority; however, an employee with less than ninety (90) days of unit seniority may be involuntarily transferred in the event the above bidding process does not fill the position. The Company also shall have the right to fill any vacancy on a temporary basis pursuant to Article 3.2 (thirty day temporary assignments) pending completion of the above bidding process, or thereafter until the position is filled.

3.2 SHARED POSITION EMPLOYEES

- A. Shared positions will be filled as described in Section 3.1.
- B. The Company is obligated under its contract with the USMS to provide shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. The shared position Employee may be scheduled to work more than a part-time schedule. The Company will give the shared position Employee the maximum possible notice for schedule changes. Failure to report to work when so scheduled may result in disciplinary action

3.3 LAYOFF AND RECALL

In the event of layoff or recall, when full-time or part-time shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by calling the last laid off Employee first and so on.

3.4 TEMPORARY ASSIGNMENTS

Due to changing work environment, all employees are subject to an assignment anywhere within the district on an as needed basis from present on duty personnel. The assignments shall be

temporary (not to exceed thirty (30) days), and voluntary, unless there are no volunteers, in which case the Employer may force the least senior qualified employee to take the temporary assignment.

3.5 APPOINTMENT OF SUBSTITUTE/ACTING LEAD CSO

- A. Seniority will not be a factor of consideration for substitute lead positions that are for less than five (5) days in duration. For substitute lead positions lasting longer than five (5) days, substitute leads shall be selected from the building seniority list beginning with the senior qualified CSO/SSO on the list who has not previously worked as such a substitute, until all qualified CSO/SSO's have had the opportunity to do so. Qualifications shall include Employee's skills, experience, past performance, capabilities, prior disciplinary actions within the past twelve (12) months from the date of the application, and the needs of the operation. CSOs/SSOs designated to act as substitute leads shall receive the applicable lead rate of pay. Acting as a substitute lead CSO/SSO shall not cause an employee to lose his/her status as a member of the bargaining unit. However, substitute lead CSOs/SSOs will be required to act as a channel of communication for management. Substitute leads will transmit management directions and instructions to CSOs/SSOs and report any failure of employee behavior and/or conduct, discrepancies or deviations from the USMS contract requirements and USProtect's policies standards and procedures.
- B. After selection using the criteria in Section 3.5.A, above, substitute lead positions of a duration greater than thirty (30) days shall be rotated every thirty (30) days until the position is permanently filled.
- C. If a permanent Lead CSO/SSO vacancy occurs in a regular position, and the Employer chooses to fill that vacancy, the vacancy will be available first to CSOs/SSOs assigned to the building where the vacancy exists. The job will be posted at the building for a period of four (4) working days (excluding Saturdays, Sundays and Holidays). The four (4) day period may be reduced or omitted with written confirmation that all eligible unit members at the building saw the notice and have no interest in the vacant position. The Employer will select the Lead from all CSOs/SSOs who have submitted a written request to be considered for the position within four (4) days following the last day of posting. At the discretion of the Employer, qualifications for the position shall include Employee's skills, experience, past performance, capabilities, prior disciplinary actions within the past twelve (12) months, from the date of the application, and the needs of the operation. If all applicants are equally qualified, seniority will be the determining factor for selection. If the vacancy cannot be filled within the building, the vacancy will be announced circuit wide for a period of four (4) working days (excluding Saturday, Sunday, and Holidays). Should the filling of a vacancy under this Article create a second vacancy, that vacancy will be filled in the same manner as the original job vacancy. In all cases, the Employer carries out the written and/or verbal directives of the Government and the Federal Judiciary regarding the filling of vacancies. An Employee who accepts a Lead position shall remain in the new position for a minimum of one year.

ARTICLE #4

MANAGEMENT RIGHTS

- A. Management of the business and direction of the security force are exclusively the right of management. Except as limited by the specific undertakings expressed in this Agreement, the Company shall continue to have the right it had prior to the signing of this Agreement to take any action it deems appropriate in the management of its Employees and of the business in accordance with its judgment.

These rights include but are not limited, except by the terms of this Agreement, to:

1. Hire;
 2. Assign work;
 3. Promote, layoff;
 4. Discharge, discipline or suspend for just cause;
 5. Require employees to observe the Employer's reasonable rules and regulations;
 6. Determine when overtime shall be worked;
 7. Determine the qualifications of an employee to perform work and select and determine supervisory employees;
 8. Determine the extent and manner in which services are provided to our customers;
 9. Determine whether and to what extent any work shall be performed by employees and how it shall be performed;
 10. To bid or not bid, or to rebid or to not rebid, the Contract with the Government;
 11. To introduce new methods or improved methods of operation.
- B. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

ARTICLE #5

GRIEVANCE PROCEDURE

5.1 INTENT

- A. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against a Union Employee. This provision is not intended to

limit or prohibit the rights of any party to seek relief from third parties. The parties agree, however, that employees are encouraged to raise issues through the grievance process first. In addition, the grievance procedures outlined herein shall not apply to any situation where the Company is acting under written directives of the US Marshals Service, Contracting Officers Technical Representative (COTR) or any member of the judiciary, provided however, that the Union may grieve the accuracy of any information provided by the Employer to the U.S. Marshals Service, COTR or member of the judiciary that formed the basis of the directive. The term "days" shall not include Saturdays, Sundays, or Holidays when used in this Article #5.

- B. The number of days outlined in Section 5.2 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. If the Employer fails to respond to a grievance within the time period allotted for a specific step, the grievance will be deemed denied at that Step and the Employee or Union may proceed to the next Step. The parties by mutual written agreement may agree to extend any of the time limitations.

5.2 GRIEVANCE PROCEDURES

All grievances shall be presented and processed in accordance with the following procedures:

1. Informal Step - Both the Company and the Union agree that the Employee will first discuss his/her complaint with his/her Lead CSO/SSO not in the bargaining unit. If during the course of this discussion either the Employee or Lead CSO/SSO deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the informal discussion, it may be submitted in writing to the Site Supervisor or his/her designee in accordance with Step One.
2. Step One - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the Lead CSO/SSO, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee, steward, or Union Officer, and shall be submitted to the Site Supervisor or his/her designee. The Site Supervisor or his/her designee shall have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.
3. Step Two - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Contract Manager or his/her designee not later than ten (10) days from the denial by the Site Supervisor or his/her designee. The Contract Manager or his/her designee will have ten (10) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.
4. Step Three - If the grievance is not settled in Step Two, the grievance may be appealed in writing to the Vice President of Human Resources or his/her designee not later than ten (10) days from the denial by the Contract Manager or his/her designee. The Vice President of Human Resources or his/her designee will have fifteen (15) days from the date the grievance was presented to him/her, to return his/her decision, in writing, with a copy to the aggrieved Employee and Union President.

5. Grievance for Discipline - Any grievance involving discharge or other discipline may be commenced at step one of this procedure. Written grievances shall be presented to the Contract Manager through the Site Supervisor or his/her designee within ten (10) days after the occurrence of the facts giving rise to the grievance.

5.3 ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.2 that remain unsettled may be processed to arbitration by the Union, giving the Vice President of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Three. Grievances which have been processed in accordance with the requirements of Section 5.2, which remain unsettled, shall be processed in accordance with the following procedures and limitations:

1. Selection of an Arbitrator - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and Union will meet in person or telephonically and jointly attempt to agree upon the selection of a neutral arbitrator. If within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.
2. Decision of the Arbitrator - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
3. Arbitration Expense - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
4. Time Limits - The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

5.4 CLASS ACTION

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

5.5 INDIVIDUAL GRIEVANCES

No individual may move a grievance to arbitration.

5.6 DEFERRED CASES

If the NLRB defers an unfair labor practice charge to the grievance and arbitration procedure, the parties will attempt to resolve the matter within thirty (30) days. If the matter is not resolved within that time period, either party may then invoke the arbitration procedure pursuant to Section 5.3, above.

ARTICLE #6

DISCIPLINE

6.1 DISCIPLINARY PROCESS

- A. After completion of the probationary period, no Employee shall be disciplined without just cause, unless the Employee is ordered by the Government to be removed from working under the Employer's contract with the Government, or if the Employee's credentials are denied or terminated by the Marshals Service.
- B. The Company's management approach includes utilizing a Violation Report to record all deviations from standards of conduct. It also utilizes the following levels of progressive corrective action, which are permissive, not mandatory, as follows:
 - 1st Offense Verbal warning.
 - 2nd Offense Written warning (copy to employee's personnel file).
 - 3rd Offense Suspension for three working days without pay.
 - 4th Offense Subject to termination after Management review.
- C. The Employer may skip one or more of these steps, depending upon the severity of the actions causing the disciplinary action.
- D. The Union has the right to grieve or arbitrate on behalf of all Employees that are disciplined, except for cases when the Company is acting under the Directive of the U.S. Marshals Service Contracting Officers Technical Representative (COTR) or any member of the judiciary, or when the Government has notified the Employer, in writing, that the Government has lost confidence in the Employee. The Union retains the right to grieve or arbitrate the accuracy of any information provided by the Employer to the U.S. Marshals Service, (COTR) or any member of the judiciary as provided for in Section 5.1A. The Company will provide the Union with a written statement setting forth the grounds for any disciplinary action. The Employee will have the right to submit a written response to the Employer's statement. Moreover, the Company retains the right to enforce CSO/SSO performance standards, the current USProtect Handbook, USMS Rules and Regulations, and Post Orders with disciplinary action up to and including termination, as required by Government contract. CSO/SSO Standards of Conduct that are Company work rules shall not be changed without first discussing such changes with the Union.

- E. Information placed in the CSO/SSO file shall be signed and dated by the CSO/SSO and, if requested, witnessed, signed and dated by a Union representative. If the employee does not agree with the action being taken, he or she will annotate the document with the words "signed under protest," then acknowledge receipt of the document by signing. Should the employee refuse to sign, the supervisor will annotate the document where the employee should have signed with the words, "employee refused to sign". The employee will be provided a copy of the signed document for his or her personal records. The Union will also be provided a copy of the document.
- F. Any disciplinary action reports, other than for matters involving suspensions or terminations, shall be removed from an Employee's personnel file at the site and Corporate Office after one year only if no other formal disciplinary action has occurred within ninety days prior to the removal date. The document may then be retained at the Corporate office in accordance with its document retention policies, but may not be used as a basis for any subsequent disciplinary proceeding, or for any reference involving the employee.
- G. An Employee may request an appointment to review his/her site or Corporate file in the presence of a Site Supervisor, designee, and if requested, a Union Representative. Requests to review the site or Corporate file may be made through the LCSO/LSSO to the on-Site Supervisor. The Supervisor will arrange for the review in a timely manner. The Company may require those reviewing the file to sign and date a form acknowledging that he/she/they did so.

6.2 ADMINISTRATIVE SUSPENSIONS

- A. When an employee is suspended without pay during the pendency of an investigation, other than due to government action, such employee may apply for employment compensation for the duration of such administrative suspension. In addition, such Employee may seek and retain other employment without abandoning the Employee's position, or causing a break in the Employee's seniority which shall continue to accrue during the administrative suspensions.
- B. Unpaid administrative suspensions shall not exceed thirty (30) days. If an investigation and disciplinary procedure has not been completed within thirty (30) days, the Employee will be restored to duty in the Employee's position with comparable pay scale until the investigation and disciplinary procedures are completed, or may be placed on a paid administrative suspension. Once the investigation is completed and the Company finds the employee may return to duty, if the government does not permit the employee to return to duty the Company may place the employee on unpaid administrative suspension pending further proceedings.

6.3 NON-DISCRIMINATION FOR WORKER'S COMPENSATION

The parties will not discriminate against any Employee for exercising his or her rights under any Worker's Compensation Laws. Time lost due to temporary total or partial disabilities from injuries or occupational diseases arising out of and in the course of employment shall not be included in an Employee's attendance records as unauthorized absences, and shall not affect the exercise of an Employee's seniority for job bidding or otherwise. An Employee's seniority shall continue to accrue during any such lost time.

6.4: ABSENCES WITHOUT LEAVE

Employees are expected to come to work unless leave has been granted in accordance with Articles 10 or 11. Employees who incur excessive absences without approved leave shall be subject to discipline on the following basis:

- A. More than three (3) days of absence without approved leave in the period October 1 through September 30: verbal warning.
- B. More than four (4) days of absence without approved leave in the period October 1 through September 30: written warning.
- C. More than five (5) days of absence without approved leave in the period October 1 through September 30: loss of three days of vacation or personal leave.
- D. More than seven (7) days of absence without approved leave in the period October 1 through September 30: termination, or, at the Company's discretion, the employee may be permitted to remain an employee subject to any conditions deemed appropriate by the Company in its discretion.

ARTICLE #7

HOURS OF WORK AND OVERTIME

7.1 WORKDAY AND WORKWEEK

For purposes of this Article, a regular work week of forty (40) hours of work fifty-two (52) weeks per year (less holidays) per the United States Marshals Service Contract, excluding lunch periods shall constitute a normal full-time workweek for full-time Employees. Employees working the minimum of eight (8) consecutive hours shall normally receive an unpaid lunch period of at least thirty (30) minutes unless work conditions preclude scheduling of this period. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Government. If an emergency occurs and all or any of the personnel present in the building are recalled during any of the scheduled breaks, the employees will be obligated to discontinue the break and respond immediately. If the emergency occurs during the lunch break, following the emergency the employee will be provided with his/her lunch break or compensated for such time.

7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

7.3 HOLIDAY WORK DISTRIBUTION

- A. The work schedule list for holidays will be distributed at least five (5) weeks prior to the holiday, at which point volunteers can sign-up to work the holiday. The list will remain

available for seven (7) days then taken down. The employer will post the final holiday schedule at least three (3) weeks prior to the holiday. Employees who have volunteered may not reject assignments after the final holiday schedule has been posted. Holiday work will be assigned by seniority to those qualified for the available work schedules.

- B. Should work schedules remain available for the holiday after volunteers have been assigned, reverse order seniority shall be utilized to fill the remaining work schedules. Holiday assignments filled using the reverse order seniority, may not be refused by the employee. Exceptions may be granted with the approval of the Site Supervisor for verifiable emergencies. Failure to report to work will be considered an unauthorized absence, subject to disciplinary action.
- C. The Employer will attempt to rectify inequalities in involuntary holiday assignments through the future scheduling of holiday work. Holiday work records will be made available to the Union upon a request made to the Employer. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work a holiday during the current calendar year due to any reason, followed by the next Employee who did not work a holiday during the current calendar year in the order of reverse seniority.

7.4 OVERTIME REQUIREMENT

- A. Subject to the direction of the U.S. Marshals Service, overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees). Exceptions may occur when the Employer is directed by the U.S. Marshals Service or the Contracting Officers Technical Representative (COTR); when a court proceeding unexpectedly continues beyond scheduled hours; or in situations dictated by the availability of personnel and the amount of notice given for overtime.
- B. Whenever a CSO/SSO is required to work overtime in accordance with this Article, if operationally feasible, the Employer may rotate the CSO/SSO to avoid having the CSO/SSO work at the same work schedule for two consecutive shifts.
- C. Work schedules that create an overtime assignment will be filled first on a voluntary basis using seniority on the shift where the overtime assignment exists. If the assignment cannot be filled, bargaining unit members at the site on other shifts will be offered the overtime in seniority order. If the assignment cannot be filled, the overtime will be offered to other bargaining unit members in the 12th Circuit.
- D. If the open work schedules cannot be filled on a voluntary basis in accordance with Section 7.4.C, overtime assignments will be filled amongst those on the current shift, by reverse building seniority. Employees will not have the right to refuse; however, an Employee may be excused with the approval of the Site Supervisor for an approved and justified reason.
- E. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime in the order of reverse seniority.

- F. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. Overtime records will be made available to the Union upon a request made to the Employer. Each time the use of reverse seniority is required, the Employer will begin with the person or persons who did not work overtime due to any reason, followed by the next Employee who was not asked to work overtime during the current calendar year in the order of reverse seniority.

7.5 SHARED POSITION EMPLOYEES

Hours of work for shared position Employees shall be determined by the Employer, to insure the orderly and efficient operation of court security services. Shared position Employees shall be required to work all scheduled work hours, unless the Employee is excused for good cause.

7.6 REST PERIOD

There shall be two fifteen (15) minute paid rest periods when properly relieved, and one (1) thirty (30) minute unpaid lunch for each eight (8) hour shift. One rest period shall be in the first half of the shift, and the second rest period shall be in the last half of the shift. Twelve hour shifts shall be granted an additional fifteen (15) minute pay rest period. On occasion, due to exceptional work requirements, Employees may have to work through these rest periods. The Company recognizes the requirement to provide regularly scheduled breaks. It is not the intent of the Company to deny, avoid, or abuse this requirement.

7.7 CALL IN PAY

An employee called in to work who reports to work as requested will be guaranteed a minimum of four (4) hours of work or pay.

7.8 SCHEDULING

- A. Seven-day work schedules, whenever possible, will be posted three (3) weeks in advance. Final Holiday Schedules will be posted three (3) weeks in advance of the Holiday, whenever possible. When changes to the schedule are necessary, the Company agrees to give as much notice as possible. If overtime is required to staff vacant work schedules, Section 7.4 will be utilized. An employee is required to notify a lead, substitute lead, or site supervisor four (4) hours before his/her shift begins whenever he/she will not be reporting for work. An employee who is absent for three (3) consecutive scheduled working days without notifying the Company may be subject to discipline up to and including termination, except in case of circumstances beyond the employee's control. All employees will be scheduled with at least two (2) consecutive days off of work, unless such scheduling is not possible due to emergencies or operational requirements of the USMS contract. An Employee may switch his/her days off or shift with another Employee, within the same workweek, provided the requested change is submitted to the Site Supervisor in writing at least five (5) days prior to the requested change and approval has been granted by the Site Supervisor.
- B. Open work schedules that occur with less than 24 hours' notice will be filled with a time share Employee who has less than forty (40) hours, if available. If a time share Employee with less than forty (40) hours is not available and the position cannot otherwise be filled

without incurring overtime, the CSOs/SSOs working the shift prior to the shift on which the Employee was scheduled to work will be given the right of first refusal to fill the work schedule in order of building seniority. Whenever a CSO/SSO substitutes for another CSO/SSO in accordance with this Article, if operationally feasible, the Employer may rotate the CSO/SSO to avoid having the CSO/SSO work at the same work schedule for two consecutive shifts.

7.9 SHIFT DIFFERENTIAL

All work performed between the hours of six (6) PM. and six (6) AM, shall be paid at 106% of the employee's regular hourly rate.

7.10 GOVERNMENT SHUTDOWN

In the event of a government directed shutdown due to inclement weather, federal, state or local emergencies or Executive Order, which requires a skeleton crew or CSOs/SSOs already on duty to remain on duty after their shift has ended, such Employees will receive the applicable overtime pay.

In the event of a government directed shutdown, operations will be conducted on a weekend schedule staffing level or as directed by the site Contracting Officer Technical Representative (COTR).

ARTICLE #8

WAGES

8.1 WAGE SCHEDULE

The rate of pay for all Employees employed in the 12th Circuit (District of Columbia) will be:

October 2006	\$22.75
October 2007	\$24.85
October 2008	\$25.85
October 2009	\$26.87

8.2 PAYDAY

Paychecks and pay stubs will be mailed to the Employee's last known address on file at the Employer's Corporate Office ten days prior to the scheduled payday.

8.3 UNDISPUTED ERROR

In case of an undisputed error on the part of the Company as to an Employee's pay, proper adjustment for undisputed errors of \$100.00 or more will be made within five (5) business days after the Company is given written notification of the error. All other such undisputed errors will be corrected as soon as possible, but no later than the next paycheck. It is expressly agreed and

understood that this Article 8.3 shall apply, without limitation, to those instances where an employee has separated from employment and believes that his/her final pay was incorrect

8.4 LOCAL BANK

The Employer shall make its best efforts to facilitate the ability for Employees to be able to cash their paycheck at a local bank.

8.5 DIRECT DEPOSIT

The Employer may alternatively facilitate the ability for Employees to have their paychecks directly deposited into a bank account of their choice.

8.6 PAY FOR SUBSTITUTE LCSO

If the Employer determines that a substitute lead is necessary a substitute lead will be appointed and the term substitute lead shall be noted on the daily schedule and site assignment book whenever a lead is not available for the shift. The rate of pay for the substitute lead in the performance of his/her duties shall be the same as the rate for the LCSO. A CSO/SSO will not have the authority to self appoint as a substitute lead.

ARTICLE #9

HOLIDAYS

9.1 HOLIDAYS DEFINED

A. Whenever the term "holiday" is used, it shall mean:

New Year's Day,	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. If the President of the United States or the US Congress declares a new permanent national holiday, then such new holiday shall become a recognized holiday under this collective bargaining agreement. The new holiday will be implemented upon the Employer obtaining a contract modification approval from USMS or on the contract renewal date if the holiday is observed at least ninety (90) days prior to the contract renewal date, but not later than the next contract renewal date for the following year, whichever shall occur first.

9.2 MISCELLANEOUS HOLIDAY PROVISIONS

A. A full time Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift or premium for that holiday. The Employee will be paid holiday pay only if:

1. The Employee works as scheduled or assigned both on his/her last scheduled work day prior to and his/her first scheduled work day after the day on which the holiday is observed; and
2. The Employee is not laid off, or on an unpaid leave of absence.

No Employee will receive both holiday pay and any other form of leave pay for the same day.

- B. Any full-time Employee who works as scheduled on a holiday shall receive straight time rate and in addition shall receive eight (8) hours holiday pay at the straight time rate, providing the Employee meets the requirements above in Section 9.2.A. The holiday is to be observed on the day that the Federal Government recognizes the holiday.
- C. An Employee who is scheduled to work on a holiday and fails to report for such work without reasonable cause shall forfeit the Employee's non-worked holiday pay.
- D. Any regular shared position Employee who works as scheduled on a holiday and meets the eligibility requirements set out in Section 9.2.A above shall receive the Employee's straight time rate for all hours worked plus prorated holiday pay up to eight (8) hours based on the average weekly hours for the previous two (2) weeks' work.
- E. Holiday pay for shared position Employees who do not work on a holiday and meet the eligibility requirements set out in Section 9.2.A above shall be paid a pro rata share of the full-time benefit based on their average weekly hours for the previous two (2) weeks' work.

ARTICLE #10

VACATIONS

10.1 ELIGIBLE FULL-TIME EMPLOYEES

All full time employees who have continuously been employed by the Company, or by the predecessor(s) to the contract between the Company and the USMS shall be entitled to annual vacation pay in accordance with the following schedule:

Upon completion of one (1) year of service:	80 hours
Upon completion of three (3) years of service:	120 hours
Upon completion of ten (10) years of service:	160 hours
Upon completion of fifteen (15) years of service:	200 hours

Employees shall be eligible for earned vacation upon the completion of one (1) year of continuous employment and each subsequent anniversary of the date of hire with the Company or predecessors to the contract between the Company and the USMS. Vacation leave shall not vest and employees shall not be entitled to vacation under the above schedule until the employee has completed each twelve (12) months of employment. If an employee separates from employment for any reason with less than one year and one day of employment with the Company or its predecessors, the employee shall not be entitled to any vacation pay. Vacation

pay for full time employees will not be prorated. The Company will accommodate, when possible, requests for unpaid leave by an employee during his or her first year of employment, if the employee provides proof of a prearranged trip that was scheduled prior to beginning employment with the Company.

10.2 ELIGIBLE SHARED POSITION EMPLOYEES

- A. Eligible shared position Employees who work a regular halftime schedule shall be entitled to one-half the full time vacation pay benefit at their individual hourly rate.
- B. Eligible shared position Employees who work other than a regular part-time schedule shall be entitled to prorated vacation pay at their individual hourly rate based on the number of hours worked in the previous year based on the Employee's anniversary date.

10.3 SCHEDULING VACATIONS

- A. The Employer will allow the maximum amount of personnel off at any one time for Vacation that allows the Company to maintain efficient operations. It is the intent of the Employer that every Employee benefit from the rest and relaxation of vacation. If vacation is not taken voluntarily, the Employer reserves the right to assign vacation during the year.
- B. Beginning with the calendar year 2008, each Employee who qualifies for a vacation in accordance with the provisions of this Article shall notify his/her Lead CSO or Lead SSO, in writing, prior to March 1st of each year indicating his or her first, second and third choice for desired vacation periods, if any. The Employer will recognize unit seniority when scheduling Employees for vacation in accordance with Section 2.1. Beginning with the calendar year 2008, the Employer will post the final vacation schedule within ten (10) business days after March 1st of the current year. If an employee fails to make a request in writing prior to March 1st, seniority will not be applicable to displace anyone who made their request in a timely manner. The employee must complete the USProtect Leave Request Form, indicating his or her 1st, 2nd and 3rd choice of dates for the leave. The final allocation of vacation periods shall rest exclusively with the Employer in order to insure orderly and efficient operations and meet Government contract requirements.
- C. Beginning with the calendar year 2008, if by March 1, an Employee requests less than the total amount of said Employee's vacation entitlement, the Employee may request to schedule additional vacation at any time. However, such requests after March 1 shall be granted by the Employer in accordance with its operational needs without regard to seniority. The Company will not deny vacation requests when the Employee gives a minimum of seven (7) days' notice, provided it is possible to schedule full coverage without incurring overtime.

10.4 PAY OPTIONS

Vacation leave shall be paid by the Company in accordance with its normally scheduled payroll dates.

10.5 UNUSED VACATION

Vacations shall not be cumulative from one year to the next, except that an Employee will be allowed to voluntarily carry over up to forty (40) hours of unused vacation to the following year, provided the Employee gives written notice at least thirty (30) days before his/her anniversary date of the intent to do so. Any unused vacation that is so carried over shall be paid at the hourly rate in effect on the Employee's anniversary date and for this purpose shall be considered the first vacation used in the next year. Any other earned but unused vacation time remaining at the end of a year of service (i.e., the anniversary date of employment) shall be paid to the Employee.

10.6 CONTINUOUS EMPLOYMENT

Employees who are absent from work for any reason (including unpaid leave and workers' compensation) on unpaid status for more than twenty-five (25) consecutive days during any year of service (i.e., the 52-week period beginning on the employee's anniversary date) shall have their vacation benefits under this Article 10 pro rated accordingly for that year of service.

10.7 TERMINATING EMPLOYEES

Upon termination of employment, an Employee will be paid at his/her individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

10.8 VACATION- LAID OFF EMPLOYEES

Length of service with the Employer shall not accrue for the purposes of vacation benefits while an Employee is on laid-off status.

10.9 VACATION INCREMENTS

Vacation days may be used in one (1) day increments, if so desired by the Employees and approved by the Employer.

ARTICLE #11

LEAVES OF ABSENCE

SECTION 11.1 NON-MEDICAL UNPAID LEAVES OF ABSENCE

Legally mandated leaves of absence will be granted only upon presentation of the proper documents and justification. Unpaid personal leaves may be granted at the discretion of the Employer for periods not to exceed thirty (30) days. A leave of absence must be processed in the following manner:

- A. All requests for any unpaid leaves of absence shall be submitted in writing to the Site Supervisor at least ten (10) calendar days, or as soon as is practicable, prior to the date that the leave will take effect, except in cases of emergencies, when the information and justification will be provided within three (3) business days following the emergency. Site

supervisors are authorized to approve any form of leave or absence from work. All requests for leave shall include:

1. The reasons for such leave;
 2. The start date of leave;
 3. The end date of leave.
- B. The written request for leave of absence shall be submitted to the Contract Manager, by the Site Supervisor with his or her recommendation for final approval if the request exceeds 5 days or if the approval of the leave creates an open post or overtime situation.
- C. If the request for leave of absence exceeds five (5) days, the Contract Manager or designee will approve/disapprove the request within three (3) business days and forward a copy of the approved/disapproved leave of absence form to the Site Supervisor and Employee involved.
- D. Extensions of the leave of absence may be granted at the discretion of the Employer with the approval of Human Resources, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence when feasible. Extensions when granted shall not be greater than thirty (30) days. Seniority shall accumulate during the period of any approved statutory leave of absence.

11.2 LIMITATIONS

Personal leaves of absence for non-medical verifiable emergencies may be granted at the discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days. Employees on any unpaid leave of absence must have used all available vacation or payable personal leave time until such paid leave time is exhausted. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits while on unpaid leave of absence. The Employer will make every reasonable effort to maintain an Employee's position while on unpaid leave; however, there is no guarantee of reinstatement to the same position after any approved unpaid, non-statutory leave.

11.3 STATUTORY UNPAID LEAVES OF ABSENCE

- A. All employees who meet the applicable statutory qualifications are entitled to leave under the Family and Medical Leave Act ("FMLA"), and, for employees regularly assigned to work in the District of Columbia, the District of Columbia Family and Medical Leave Act ("DCFMLA"), in accordance with their respective provisions. Any available paid leave shall run concurrently with such leave. For purposes of determining an employee's leave entitlement under the FMLA, the 52-week period immediately preceding the commencement of leave under the FMLA shall be the applicable measuring period. For purposes of determining an employee's leave entitlement under the DCFMLA, the 52-week and 104-week periods immediately preceding the commencement of leave under the DCFMLA shall be the applicable measuring period for eligibility and for the amount of leave available, respectively. Leave under the FMLA and DCFMLA shall run concurrently.

- B. If the Employee files for medical leave on false pretext or works for another employer without preauthorization from the Company, the Employee will be removed from the CSO program and from employment with Employer.
- C. In the event of a medical condition requiring "light duty," at the Company's discretion a CSO/SSO under a physician's care may be assigned to other duties that meet the employee's applicable restriction(s).

11.4 MILITARY LEAVE

The Company will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 *et seq.* ("USERRA"). Leave taken under USERRA shall be unpaid; provided that, an employee may elect to use any accrued vacation in lieu of unpaid military leave.

11.5 UNION LEAVE

Union officers or delegates will be granted an unpaid leave of absence upon written request from the local union president. Whenever possible, leave requests must be submitted to the Site Supervisor at least forty-eight (48) hours prior to the start of the leave. Time off will be for the purposes of attending union conventions, or for attending local meetings pertaining to collective bargaining or for other matters of vital interest to Local 80. The maximum number of days given for union leave is not to exceed a total of thirty (30) days per contract year for all users cumulatively. Leave for negotiation of Local 80's collective bargaining agreement will not be counted as part of the thirty (30) days.

11.6 PERSONAL LEAVE

- A. Each full-time Employee shall be eligible to use a maximum of six (6) days of personal leave per 12-month Government contract year worked. Employees who begin employment after the inception of the contract year will be eligible to use a prorated amount of personal leave, based upon the following schedule (see Personal Leave Eligibility Table below):

Personal Leave Eligibility Table

START DATE (Date Employee begins working on the contract, based on an October 1 contract start date.)	RATE OF PERSONAL LEAVE ELIGIBLE TO USE	
	FULL-TIME	SHARED POSITION
October 1-31	48 hours	24 hours
November 1-30	44 hours	22 hours
December 1-31	40 hours	20 hours
January 1-31	36 hours	18 hours
February 1-29	32 hours	16 hours
March 1-31	28 hours	14 hours
April 1-30	24 hours	12 hours
May 1-31	20 hours	10 hours

June 1-30	16 hours	8 hours
Jul 1-31	12 hours	6 hours
August 1-31	8 hours	4 hours
September 1-30	4 hours	2 hour

- B. A total of one personal day (8 hours) shall be used in not less than two (2) hour increments, the remaining personal days shall be used in no less than four (4) hour increments and shall be paid when taken by the Employee as approved in advance in writing by the Lead CSO or Lead SSO, Site Supervisor or Contract Manager.
- C. Shared position Employees will receive one-half the full-time personal leave per full contract year worked. At the end of the contract year, any shared position Employee who worked more than half the full-time hours (1,040 hours) will receive additional prorated personal leave based upon the number of actual hours Employee worked during that contract year. This additional paid leave will be paid to the employee at the end of the contract year.
- D. Unused personal days shall not be cumulative from year to year. Any unused, earned personal leave pay will be paid to the Employee at the end of the contract year.
- E. Upon termination of employment, Employees will be paid at their individual hourly rate for any unused, earned personal leave. Shared position employees who worked more than half the full time hours for the portion of the contract year they were employed will be paid for additional prorated personal leave based upon the number of complete calendar months worked during the contract year.
- F. Personal leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of illness must notify the Employer at least four (4) hours prior to the beginning of their regular shift in order to be eligible for paid personal leave benefits. Disciplinary action may result from excessive and/or unapproved absenteeism.
- G. An Employee who has used all of his personal leave and is absent due to illness or injury or for other medical reasons (including dental and medical examinations) for more than three (3) consecutive workdays may be required to provide to the Company a physician's statement supporting the employee's absence.

11.7 BEREAVEMENT LEAVE

All non-probationary Employees shall be entitled to four (4) paid bereavement leave days per full Government contract year for the purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent in-law, spouse, child, sibling, sibling in-law, grandparent or grandparent in-law. The Employee will notify the Lead CSO or Lead SSO, whenever possible, of the need for bereavement leave. Proof of funeral attendance may be required by the Employer. Bereavement days shall not be cumulative, nor shall they be payable if not used. Shared time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

11.8 JURY DUTY

Full-time Employees shall be entitled to receive up to three (3) days of paid leave per Government contract year for purposes of serving required jury duty. In order to be paid for this benefit, Employee must (a) provide the Lead CSO or Lead SSO with a copy of the applicable notice for jury duty service seven (7) days before the commencement of jury service, and (b) the Employee must also submit all compensation received (service fee and mileage) signed by the Employee and made payable to the Company within five (5) days of the Employee's return to work from jury service. The Employee will be compensated for the jury service on their next paycheck. Shared time seniority employees are eligible for this benefit only if a regularly scheduled day of work is missed for this purpose.

11.9 VOTING LEAVE

The Company and the Union encourage Employees to fulfill their civic responsibilities by voting in elections. Employees who choose to vote are encouraged to make reasonable efforts to do so at times that do not interfere with their work schedules. The Company shall comply with all applicable laws that pertain to voting rights.

11.10 EMERGENCY LEAVE WITHOUT PAY

An Employee who has exhausted or not accrued leave may be granted up to two (2) days leave without pay per Government contract year for verifiable and substantiated personal emergencies with the approval from their site supervisor or designee. If only one (1) day was requested and approved and the Employee is unable to report to work on the second day he/she must notify the Employer, or his designee each day at least four (4) hours prior to the beginning of his/her scheduled shift.

11.11 PROHIBITION AGAINST UNION SOLICITATION

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer. Further, neither Union officials nor Union members shall, during working time (excluding break and lunch periods) and in working areas, distribute any materials, flyers, or other information relating to Union business.

ARTICLE #12

HEALTH, WELFARE AND UNIFORM ALLOWANCES

12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Employees on all hours paid up to forty (40) hours per week to a maximum of 2,080 hours per contract year. The Employer shall continue the practice of paying the health and welfare

payments on an Employee's check, unless otherwise directed by the Employee in accordance with the Employee's election to participate in other fringe benefit options under this Agreement.

12.2 MINIMUM BENEFITS

The amounts set forth in Appendix A shall serve as the minimum health and welfare benefit for Employees.

12.3 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other Employee-paid fringe benefit programs made available to all Employees employed by the Company. These programs include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401 (k) plans, and any other plan mentioned in this Agreement.

12.4 UNIFORM MAINTENANCE AND SHOE ALLOWANCE

The Employer will pay the Employee the amount indicated in Appendix A for uniform maintenance allowance. A shoe allowance of \$45.00 per contract year will be paid as reimbursement for work shoe expenses each October 1. Shoe receipts will not be required.

ARTICLE #13

MISCELLANEOUS PROVISIONS

13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the Government for the use of the Employees to locate Union-provided bulletin boards that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The providing of these facilities is the prerogative of the U.S. Government. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards. It shall be the sole responsibility of the Union to enforce this rule.

13.2 DRUG SCREENING

The Parties recognize that, given the safety sensitive positions of the Employees, and the nature of the work performed by the Company and its Employees, the use of controlled substances or alcohol on the job poses a substantial risk to the Company, the Employees, and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug free workplace, the Company has developed a Drug and Alcohol Policy. The policy is set forth in Appendix B. The Employer will distribute copies of the policy to all Employees. Any changes to the policy must be negotiated with the Union.

13.3 TRAVEL EXPENSES

The Employer will provide advance payments for approved travel expenses up-front if requested by an Employee. Any hours to include travel over twelve (12) hours will require the Employee to

stay overnight, and the proper per diem will be paid. All hours in travel will be counted as work hours with the appropriate overtime wages provided for under Article 7 of this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days of the day the Employer receives the travel voucher and all required receipts.

13.4 BREAK ROOMS

The Employer will make its best effort to obtain from the Government break rooms for Employees for breaks and lunch without management using the room as an office, and will make its best effort to have the Government equip the room with water. The providing of these facilities is the prerogative of the U.S. Government.

13.5 LOCKERS

- A. The Employer will make its best effort to obtain lockers from the Government for the use of the Employees. The providing of these facilities is the prerogative of the U.S. Government.
- B. The Employer will only open an Employee's personal locker provided by the Government for uniforms and personal clothing when directed to do so by the USMS or when there is approval from the Contract Manager. The Employer will attempt to do all searches in the presence of the Employee and/or a Union steward or official.
- C. The Gun Lockers and the equipment authorized to be stored in them is the exclusive property of the government and/or the Employer, therefore they may be inspected at the discretion of the government or the Employer without notice. In addition, random searches of gun lockers will be conducted on a monthly basis by the Site Supervisor or his designee. The Company will keep records of the gun lockers inspected and the date of such inspection. The Employer will attempt to do all searches in the presence of the Employee and/or a Union steward or official.

13.6 TELEPHONES

- A. Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use cell phones or other unauthorized handheld communication devices while on duty. In accordance with USMS local procedures, personal messages (name and number) of calls received in the office or control center for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable. Violations of telephone policy may result in the employee being charged for the calls and for lost time at work, as well as discipline, up to and including termination.
- B. Employees may carry cellular phones while at the work sites, but they must be kept in the off position. Cellular Phones may be turned on and used during authorized fifteen (15) minute breaks and the thirty (30) minute lunch break. Calls on cellular phones may not be made or received prior to being properly relieved from a post.

13.7 PAST PRACTICE

Except as expressly modified by this Agreement, including Article 4, or any subsequent amendment or modification, the parties shall act in a manner consistent with the policies and procedures in effect as of the effective date of this agreement.

ARTICLE #14

TESTING, TRAINING AND RE-QUALIFICATION

14.1 USMS REQUIREMENTS

To become and remain eligible to work for the Company, employees are required to successfully complete training, testing and other qualifications mandated by the federal government in its contracts with the Company.

14.2 WEAPONS PROFICIENCY

The Employer will make an effort to notify employees of the need for weapons re-qualification at least two (2) months prior to expiration of the weapons qualification. The Employer will make its best effort to schedule employees for weapons re-qualification firing at least one (1) month prior to the expiration of the weapons qualification. Employees will be given one (1) attempt to re-qualify prior to the expiration of the weapons qualification. Within seven (7) days of the first attempt, the Employee will be given two (2) more attempts to qualify. Provided, however, that if the employee fails the first attempt the employee will be placed on leave without pay until such time as he or she qualifies on the second or third attempt. Provided further, that if the Company is unable to schedule the employee for his/her second and third attempts within seven (7) days of the first attempt, the Company thereafter will pay the officer his/her regular straight time rate of pay until the attempts can be scheduled, unless the employee is responsible for the scheduling delay. At the employee's option, the second attempt shall be given on the same day as the first attempt, range time permitting. The Employer shall pay the Employees' wages, the ammunition and range costs for the first attempt. For the second and third attempts, the Employer will pay only for the ammunition and range costs. If, after the third attempt, the Employee fails to re-qualify, such action will constitute just cause for termination. If the Employee is unable to re-qualify prior to the expiration of his or her required qualification date but has not yet been given three (3) opportunities to re-qualify, the Employee shall be placed on leave without pay for a maximum period of thirty (30) calendar days. Should the employee re-qualify by the third attempt, he or she will be reinstated. If the employee does not re-qualify during this suspension period, such action will be considered a voluntary quit.

14.3 HEALTH AND FITNESS EXAMINATIONS

- A. The Employer shall pay for the pre-employment and annual physical examinations that are required by the USMS and the Employer at Employer designated clinic(s) or physicians. The Employer shall pay an Employee up to two hours for time spent taking an Employer-requested physical examination. The cost of follow-up examinations that are required by USMS for the review of a physical medical condition discovered as the result of the physical examination, or otherwise, shall be the responsibility of the Employee.

- B. Employees shall be permitted to report for a physical during work hours if an appointment is scheduled with an Employer designated clinic or physician. The Employer shall make efforts to assist with scheduling of appointments at Employer designated clinics or physicians' offices.
- C. Physical/medical exams may be required by operation of the government contract or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. The Employer recognizes the importance of keeping Employees' medical information confidential and will endeavor to maintain the confidentiality of such records in compliance with all applicable laws.

ARTICLE #15

SAFETY

15.1 OSHA STANDARDS

The Employee will report any safety violations observed or reported to the Employer in any Government provided Employee workstations and break rooms.

15.2 SAFETY POLICY

It is the policy of the Employer to provide Employees with work places and conditions of employment that are free from or protected against occupational safety and health hazards. The Employer agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

ARTICLE #16

CONTINUITY OF OPERATIONS

16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns or secondary boycotts during the term of this Agreement and that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such activity to a prompt termination. Any Employee who violates this provision may be immediately discharged. Furthermore, it

is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

16.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

ARTICLE #17

SEPARABILITY OF CONTRACT

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or government statutes so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE #18

GOVERNMENT SUPREMACY

- A. The Union acknowledges that the Employer has entered into the Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of the Employer within the scope of the Contract. Any determination by the Government to supersede the above understandings of the parties must be in written form and in compliance with the Employer's Contract with the Government. Subject to the provisions of Article 5, Section 5.1, the Union acknowledges the Employer's obligation to comply with such directives.
- B. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, the Employer will comply with those requirements without recourse by any Employee or the Union against the Employer. Nothing in this section shall be construed to limit the right of an Employee to enforce any statutory rights he or she may be entitled to invoke
- C. Any compensation or expenses required by the Government to be borne by the Employer shall be borne by the Employer. Any compensation or expenses currently required to be borne by the Employer, but subsequently no longer mandated or directly allowed as a chargeable expense by the Employer to the Government, may be terminated by the Employer after providing notice to the Union and allowing the Union to meet and confer with the Employer over the effects of that intended action.
- D. The parties recognize that they are providing a service to the United States Government who has the responsibility and authority for providing security to the judicial and government facilities. In the event a government directive necessitates a deviation from the obligations or

procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the Government's directive with the goal of resolving the deviation.

- E. EMERGENCY MODIFICATIONS: In the event the Government declares a national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without recourse by any employee against the Company, unless such change or modification is later determined to violate any applicable state or federal law.
- F. When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to discuss such modifications, changes or actions with the Union as soon as is reasonably possible but in no event more than 60 days following implementation, unless a national emergency or Homeland Security crisis prevents such discussions. However, such discussions will be initiated as soon as the situation safely permits. Failure of the Company to follow the process articulated in this Article will constitute a breach of this Agreement by the Company and may be grieved and arbitrated in accordance with Article 5.

ARTICLE #19

ENTIRE AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement except as specifically provided for in other provisions of this Agreement.
- B. The failure of either Party at any time to enforce or require performance of any of the provisions of this Agreement shall not be construed as a waiver of such provision, shall not affect the validity of this agreement or any of its provisions, and shall not affect the right of either Party thereafter to enforce each and every provision.
- C. Changes to this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union.

ARTICLE #20

DURATION

- A. This Agreement shall be effective upon its execution by both parties and it supersedes any and all prior agreements or understandings of the parties. The Agreement shall remain in force until 2400 hours on August 31, 2010, with the provision that should either party desire to terminate, change, or amend this Agreement or any provision thereof, it shall give written

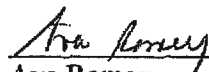
notice to the other party of not less than sixty (60) days and not more than seventy-five (75) days prior to expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until an Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

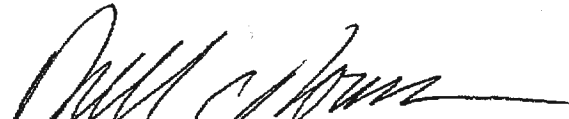
- B. Notwithstanding the above, this Agreement shall immediately terminate upon any termination by the Government of the Employer's relationship therewith to provide security services for the federal courts and other federal office buildings pursuant to its contract(s) with the USMS for security services. In such event, the parties' relationship shall also terminate, as shall any further duty to bargain.
- C. This Agreement may be amended in writing by mutual agreement of the Employer and the Union.

IN WITNESS WHEREOF, the parties hereto have set their signatures on the day and year indicated below.

UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, LOCAL #80, INC.


USPROTECT CORPORATION


Ava Ramey
President, Local 80


Richard Norman
President

Date: June 6, 2007

Date: 6/6/07


Heather Cheyne
Vice President, Human Resources

Date: June 6, 2007

Appendix A

Economic Provisions for UGSOA LOCAL 80

Listed below are the wages and benefits for each year of this Agreement:
Effective Fiscal Year Beginning October 1:

	Current	2007	2008	2009
Base Wages				
Officers (CSO/SSO)	\$22.75	\$24.85	\$25.85	\$26.87
Uniform Allowance	\$0.14	\$0.14	\$0.14	\$0.14
Health & Welfare	\$2.97	\$3.19	\$3.32	\$3.45
Sick/Personal	6 (48 hours)	6 (48 hours)	6 (48 hours)	6 (48 hours)
Holiday	10	10	10	10
Vacation				
1 year	80 hours	80 hours	80 hours	80 hours
3 years	120 hours	120 hours	120 hours	120 hours
10 years	160 hours	160 hours	160 hours	160 hours
15 years	200 hours	200 hours	200 hours	200 hours

DJMS-08-D-0015

Attachment 2

CSO Staffing Forms

CONTRACTOR'S COURT SECURITY OFFICER STAFFING NOTIFICATION

DATE SUBMITTED:	MONTH	DATE	YEAR
EFFECTIVE DATE OF THIS ACTION:	MONTH	DATE	YEAR
CONTRACTOR'S NAME			
CONTRACTOR'S ADDRESS	STREET ADDRESS		
	CITY	STATE	ZIP CODE
INDIVIDUAL'S NAME: [When applicable, start with information on the individual who will no longer be performing for your company.]	LAST	FIRST	MIDDLE
SOCIAL SECURITY NUMBER			
BACKGROUND	<input type="checkbox"/> Incumbent Official Performance Date MM DD YY		<input type="checkbox"/> New Applicant
CURRENT/TARGET POSITION	<input type="checkbox"/> COURT SECURITY OFFICER (CSO)		<input type="checkbox"/> LEAD COURT SECURITY OFFICER (LCSO)
CURRENT OR PROPOSED STATUS	PERMANENT STATUS <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED		TEMPORARY STATUS [Relative to Military Reasons Only] <input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED
CURRENT OR PROPOSED DISTRICT ASSIGNMENT	DISTRICT'S NAME		DISTRICT NUMBER
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
TYPE OF NOTIFICATION	<input type="checkbox"/> Notification of Status Change <input type="checkbox"/> From permanent part-time to full-time <input type="checkbox"/> From permanent full-time to part-time <input type="checkbox"/> From temporary to permanent status <input type="checkbox"/> From CSO to Site Supervisor		
NOTE TO THE CONTRACTOR: If the individual stated above is a new applicant, you may only check the "Response to a new contract position" box because the remaining actions apply to incumbent CSOs only.	<input type="checkbox"/> Name Change (Legal supporting document is required.)		
	<input type="checkbox"/> Transfer Notification [Provide the address of each facility location below.] From: _____ To: _____ _____		
	<input type="checkbox"/> Notification of Resignation _____ [Insert Date individual resigned.]		<input type="checkbox"/> Notification of Termination _____ [Date the individual was terminated by the company.]
	<input type="checkbox"/> Government Performance Restriction _____ [Insert Date of Notice]		<input type="checkbox"/> Notification of Absence due to: <input type="checkbox"/> Medical Situation <input type="checkbox"/> Family Emergency Medical Leave Act (FEMLA) <input type="checkbox"/> Other _____ <input type="checkbox"/> Military Duty [Attach copy of orders.] Absent From: _____ To: _____
	<input type="checkbox"/> Response to a new contract position. <input type="checkbox"/> Notification of Death [Insert date below.] _____		
	<input type="checkbox"/> Incumbent disqualified due to: <input type="checkbox"/> Failure of Medical Standards <input type="checkbox"/> Background Findings <input type="checkbox"/> Failure of Weapon Test <input type="checkbox"/> Failure to Provide Medical or Other Required Information.		<input type="checkbox"/> Other Information (Please explain.) _____ _____

IF THIS ACTION IS NOT A NEW CONTRACT POSITION, WILL THE ACTION RESULT IN A VACANCY OF AN EXISTING POSITION? ☐ Yes ☐ No

IF YES, WHAT TYPE OF VACANT POSITION WILL RESULT FROM THIS ACTION?

☐ PERMANENT FULL-TIME

☐ PERMANENT SHARED

☐ TEMPORARY FULL-TIME

☐ TEMPORARY SHARED

WILL AN INCUMBENT FILL THE VACANT POSITION? ☐ Yes * ☐ No (SEE NOTE) ►

[If yes, provide the incumbent's information in Section A below and indicate the date the new CSO Package is due to OCS/PSB as a result of the vacant incumbent's position.]

INCUMBENTS MUST TRANSFER TO AN INCUMBENT'S VACANT POSITION WITHIN 72 HOURS AFTER THE VACANCY OCCURRED AND THE NOTIFICATION OF THE TRANSFER MUST BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.

MM

DD

YY

WILL A NEW APPLICANT FILL THE VACANT POSITION? ☐ Yes ☐ No (SEE NOTE) ►

[If yes, indicate the date the new CSO package is due to OCS/PSB. Complete Section B and submit this form in its entirety with the new CSO package.]

THE NEW CSO PACKAGE TO REPLACE THE VACANT POSITION IS DUE 21 DAYS AFTER THE VACANCY OCCURRED AND WILL BE SUBMITTED TO THE USMS BY THE DATE INDICATED BELOW.

MM

DD

YY

* ALL TRANSFERS MUST BE MADE WITHIN THE FIRST 72 HOURS AFTER THE VACANCY OCCURS. THEREAFTER, A NEW CSO PACKAGE IS REQUIRED.

SECTION A: THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING INCUMBENT:

INCUMBENT'S NAME:	LAST	FIRST	MIDDLE
INCUMBENT'S SOCIAL SECURITY NUMBER			
CURRENT DISTRICT ASSIGNMENT	DISTRICT'S NAME	DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
FORMER STATUS	PERMANENT STATUS		TEMPORARY STATUS [Relative to Military Reasons Only]
	<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> SHARED	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED
NEW STATUS	PERMANENT STATUS		
	<input type="checkbox"/> FULL-TIME	<input type="checkbox"/> SHARED	<input type="checkbox"/> NO CHANGE
POSITION CHANGE	FORMER POSITION		NEW POSITION
	<input type="checkbox"/> CSO	<input type="checkbox"/> LCSO	<input type="checkbox"/> CSO <input type="checkbox"/> LCSO

SECTION B: THE VACANT POSITION, WHICH IS AN EXISTING POSITION UNDER THE USMS CONTRACT, WILL BE FILLED BY THE FOLLOWING NEW APPLICANT:

APPLICANT'S NAME:	LAST	FIRST	MIDDLE
APPLICANT'S SOCIAL SECURITY NUMBER			
LOCATION OF POSITION	DISTRICT'S NAME	DISTRICT NUMBER	
ADDRESS OF FACILITY ASSIGNMENT	STREET ADDRESS		
	CITY	STATE	ZIP CODE
THIS FORM WAS PREPARED BY:	PRINT NAME AND TITLE	SIGNATURE	MM DD YY

THIS SECTION IS TO BE COMPLETED BY THE UNITED STATES MARSHAL'S SERVICE ONLY

☐ REPLACEMENT / START-UP COST IS THE CONTRACTOR'S RESPONSIBILITY.

☐ REPLACEMENT / START-UP COST IS THE GOVERNMENT'S RESPONSIBILITY. THE FORMER CSO:

☐ HAD BEEN EMPLOYED BY THE CURRENT CONTRACTOR AS A CSO CONTINUOUSLY FOR A MINIMUM OF 18-MONTHS UNDER THE CONTRACT.

☐ WAS DISQUALIFIED AS A RESULT OF FINDINGS THAT ONLY COULD HAVE BEEN DISCOVERED DURING THE GOVERNMENT'S BACKGROUND INVESTIGATION

☐ DIED

THIS NOTIFICATION WAS REVIEWED AND FINALIZED BY:

NAME AND TITLE

DATE

ACKNOWLEDGEMENT OF CONDITIONS OF COURT SECURITY OFFICER ELIGIBILITY

I, _____, understand that my (potential) employer _____ (*Insert the name of the company.*), is under contract with the United States Marshals Service (USMS) to provide security services. I also understand _____ (*Insert the name of the company.*) has, or will hire me to work on their behalf, as a Court Security Officer (CSO), for the purposes of fulfilling its contract responsibilities with the USMS. I understand that I must not at any time, represent myself as an employee of the USMS.

I acknowledge and understand that my eligibility to perform services under the contract will be determined by the USMS based upon meeting all CSO contract qualifications standards. These qualifications include successful completion of an initial and yearly medical examination; weapon qualification test; a background investigation; and, other CSO qualification standards noted in the contract.

I acknowledge and understand my suitability and eligibility to perform as a CSO under the contract will be an annual requirement, or as deemed necessary by the Government. I acknowledge and agree that if I fail, at anytime, to meet any of the CSO qualification standards, I will be prohibited from performing services under the USMS contract.

I fully understand and accept that if I am granted an "interim approval" to begin performing CSO services under the contract and subsequently fail to pass the medical standards, the weapons qualification standards or the background investigation, this approval will be revoked.

Name: _____
(Please Print)

Signature: _____

Date: _____

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER CONTRACTOR'S PRELIMINARY BACKGROUND CHECK FORM

ATTENTION CONTRACTOR: This form must be used to conduct preliminary background checks on those individuals proposed to perform on your company's behalf under the United States Marshals Service's contract for court security services. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United State Marshals Service's contract.

CONTRACTOR COMPANY'S NAME _____

TELEPHONE NO. _____

() -

CONTRACTOR COMPANY'S ADDRESS _____

Street Address _____

City _____

State _____

Zip Code _____

NAME OF THE PERSON CONDUCTING
THE PRELIMINARY BACKGROUND CHECK _____

STATE THE DISTRICT, BUILDING,
AND FACILITY WHERE THE
APPLICANT WILL WORK. _____

Title _____

1. APPLICANT'S NAME _____
Last First Middle

2. PREFERRED TITLE ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.

3. OTHER NAMES USED (Include nicknames, aliases, maiden name, etc.) _____

4. SOCIAL SECURITY NUMBER _____ - _____ - _____

5. DATE OF BIRTH (MM/DD/YYYY) _____ - _____ - _____

6. PLACE OF BIRTH (City/State/County or Foreign Country) _____

7. ARE YOU A CITIZEN OF THE UNITED STATES? (If no, provide the following information) ☐ YES ☐ NO

Country(ies) of citizenship _____

Alien Registration Number _____

Date and Place Issued _____

If a Naturalization Citizen, provide the following information.

Naturalization Number _____

Date and Place Issued _____

8. DID YOU GRADUATE FROM HIGH SCHOOL? *If you have a GED high school equivalency, answer yes.*

- ☐ YES (If "YES," give month and year graduated.) _____
(MM/DD/YY)
- ☐ NO

WRITE THE NAME AND LOCATION (City and State) OF THE LAST HIGH SCHOOL YOU ATTENDED OR WHERE YOU OBTAINED YOUR GED HIGH SCHOOL EQUIVALENCY.

9. CAN YOU READ, WRITE, AND SPEAK THE ENGLISH LANGUAGE? ☐ YES ☐ NO

10. DO YOU HAVE A CURRENT DRIVER'S LICENSE? IF YES, FROM WHAT STATE?

☐ YES ☐ NO STATE _____

IF "YES," HAVE YOU MAINTAINED A SAFE DRIVING RECORD FOR THE PAST 5 YEARS? (IF "NO," PLEASE PROVIDE AN EXPLANATION BELOW.)

IF NO, CAN YOU OBTAIN A VALID STATE DRIVER'S LICENSE? (IF NO, EXPLAIN WHY.) ☐ YES ☐ NO

11. HAVE YOU AT LEAST 3 CALENDAR YEARS OF VERIFIABLE EXPERIENCE AS A CERTIFIED LAW ENFORCEMENT OFFICER OR ITS MILITARY EQUIVALENCY AND YOUR APPOINTMENT AS A LAW ENFORCEMENT OFFICER INCLUDED GENERAL ARREST AUTHORITY? *(Note: Experience does not have to be consecutive.)* ☐ YES ☐ NO

12. DID YOU COMPLETE OR GRADUATE 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? ☐ YES ☐ NO

ATTENTION CONTRACTOR: You must verify the applicant's arrest authority and obtain a copy of the applicant's training certificate or diploma prior to submitting the applicant's package to the United States Marshals Service. If the applicant did not receive a training certificate or diploma, a letter from the training department or agency may suffice. This letter must indicate that the applicant was employed as a law enforcement officer and that the department or agency did not or does not issue certificates or diplomas upon completion of such training.

TO BE COMPLETED BY THE CONTRACTOR ONLY

1. Was the applicant's employment history verified? ☐ YES ☐ NO
2. The applicant's employment history was verified through which agency or department representative?
☐ Immediate Supervisor ☐ Personnel Office ☐ Other (Provide the person's name and title below.)

3. Did you discuss the applicant's character, qualifications, and work record? ☐ YES ☐ NO
4. If possible, would the agency (ies) rehire the applicant? ☐ YES ☐ NO

ADDITIONAL COMMENTS: _____

13. APPLICANT'S SIGNATURE, CERTIFICATION, AND RELEASE OF INFORMATION

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, and other authorized employees of my potential employer, who is under contract with the Federal Government (United States Marshals Services) for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

APPLICANT'S SIGNATURE

DATE (MM/DD/YY)

14. CONTRACTOR'S SIGNATURE AND CERTIFICATION STATEMENT

I hereby certify that I have been authorized by my employer, _____
to conduct a complete and thorough preliminary background check on the subject applicant, whom my employer is seeking to hire, and/or provide as a qualified candidate for a CSO position. I also certify that the findings resulting from the preliminary background check have been stated in a true, complete, and accurate manner.

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

DATE (MM/DD/YY)

**CERTIFICATION OF COURT SECURITY OFFICER
PERFORMANCE STANDARDS**

I, _____ (*Name of Certifier*), hereby certify that I have read, understand, and received a copy of the Court Security Officer Performance Standards outlined in the current contract between the United States Marshals Service and my employer, _____ (*Contractor's Name*). I also understand that any violations of the performance standards could result in temporary or permanent removal from performing under any United States Marshals Service's court security contract.

CSO's Name (Print)

Social Security Number

CSO's Signature

Date

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

District Assignment:

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.
--

CERTIFICATE OF COMPLIANCE

**THE LAUTENBURG AMENDMENT, TITLE 18, SECTION 922(G)(9)
OF THE UNITED STATES CODE**

I, _____ (*Name of Certifier*),
hereby certify that I have been informed and understand that my position as a Court
Security Officer is subject to the Lautenburg Amendment, Title 18, Section 922(g)(9) of
the United States Code.

I certify that I have not been convicted in any court of a misdemeanor crime
relative to domestic violence.

I also understand and accept that if I violate the Lautenburg Amendment, Title 18,
Section 922(g)(9) of the United States Code, my eligibility to perform as a Court Security
Officer under any United States Marshals Service's court security contract will be
revoked.

CSO's Signature

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

Date

**INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and
forward the original to the United States Marshals Service, Judicial Security Division, Office of
Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000.**

IN-DISTRICT (PHASE I) ORIENTATION CERTIFICATION

I, _____ (*Insert the name of the Court Security Officer.*) hereby certify that I have completed the In-District Orientation (Phase I) at the United States Marshals Service's District of _____ office, on _____ (*Insert applicable orientation date*).

CSO's Signature

Witness' Signature
(*Contractor's Supervisory Representative*)

Date

Date

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward a copy of the form to the COTR. Mail the original form to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-10000.

NOTIFICATION OF A COURT SECURITY OFFICER'S OFFICIAL PERFORMANCE DATE

DATE	MONTH	DATE	YEAR
CONTRACTOR'S INFORMATION	NAME		
	STREET ADDRESS		
	CITY	STATE	ZIP CODE
	TELEPHONE NO. () -		
CSO'S NAME	LAST NAME	FIRST NAME	MIDDLE NAME
SOCIAL SECURITY NO.		-	-
DISTRICT ASSIGNMENT		DISTRICT NO.	
FACILITY LOCATION	STREET ADDRESS		
	CITY	STATE	ZIP CODE
CSO'S STATUS (Check the applicable box.)	PERMANENT STATUS		TEMPORARY STATUS (MILITARY)
	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED	<input type="checkbox"/> SHARED	<input type="checkbox"/> FULL-TIME <input type="checkbox"/> SHARED
SUITABILITY DETERMINATION DATE	MONTH	DATE	YEAR
INITIAL WEAPON QUALIFICATION DATE	MONTH	DATE	YEAR
IN-DISTRICT ORIENTATION DATE	MONTH	DATE	YEAR
OFFICIAL PERFORMANCE DATE	MONTH	DATE	YEAR
I hereby certify that the above information is true and accurate.		I hereby certify that the individual stated above has fulfilled the In-District Orientation and the weapons proficiency test requirements.	
Court Security Officer's Name (Print)		Contractor's Supervisory Representative Name (Print)	
Court Security Officer's Signature		Contractor's Supervisory Representative Signature	
Date		Date	

INSTRUCTIONS TO THE CONTRACTOR: Retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Personnel Support Branch, Washington, DC 20530-1000, within 5 business days after the individual's official performance date.

Certificate of Medical Examination for Court Security Officers

Date of Examination: _____

Purpose of Examination:

- ☐ New Applicant Exam
☐ Annual Medical Exam

Name: _____

District: _____

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)

Date

CSO-229 INSTRUCTIONS

CSO (INCUMBENTS)/APPLICANTS:

- Nothing to eat or drink (except water) for 12 hours prior to examination appointment time. Regularly scheduled medications may be taken, as directed, unless you are a diabetic. Diabetics must contact their treating physician regarding the procedure they should follow for fasting before having laboratory tests performed.
- ALL SHADED AREAS are to be completed in ink by contractor's employee/applicant and reviewed by Examining Physician. Use the Supplemental Information page (p. 8) if additional space is needed.
- Provide details where necessary. **Do not leave any question blank. Do not use "white out" or correction tape. Additional information must be documented on the attached "Supplemental Information" sheet.**
- **Eyeglass (including "over the counter" reading glasses) and contact lens wearers: you must wear or bring your glasses/contacts with you to the examination.**
- **Hearing aid wearers:** The hearing test must be performed without hearing aids.
- All certification statements must be signed and dated.

EXAMINING CLINIC STAFF:

- Corrections/alterations to documentation must be legible and signed or initialed by staff member.
- **"White out"/correction tape must not be used.**
- All test results and report forms must be legible and clearly identified with the CSO's name and the date the test was performed.
- The designated physician must co-sign all examinations performed by Physician Assistants or Nurse Practitioners.

CHECKLIST FOR CLINIC STAFF:

- ___ Fasting Chemistry panel to include fasting glucose, electrolytes, liver & renal function tests.*
* If specimen is hemolyzed, lab test must be repeated.
- ___ Fasting Lipid Panel
- ___ CBC with WBC differential & Platelet Count*
* If specimen is hemolyzed, lab test must be repeated.
- ___ Urinalysis (Test results for Specific Gravity, Glucose, Protein, & Blood in the urine must be documented)
- ___ 12 lead resting EKG (Lead placement must be verified by physician)
- ___ Hearing test - pure tone air conduction audiogram results (Attach printout or record results on page 10.)
CSO must be positioned in such a way that he is unable to visually detect the administration of tones during testing.
- ___ Vision test results

PART I. COURT SECURITY OFFICER IDENTIFICATIONNAME (Last, First, Middle-*Type or print*)

Soc. Sec. No.

Sex

☐ M☐ F

Date of Birth

Circuit District

Applicant Incumbent

☐☐

Date of Hire

Date of Exam

PART II. COURT SECURITY OFFICER MEDICAL RELEASE FORM

I, _____, authorize my employer and an examining physician, _____, to release my medical examination records to the United States Marshals Service (USMS) for employment consideration as a Court Security Officer, with the stipulation that the released information be kept confidential and used solely for the purposes of determining my medical qualification. In addition, I hereby grant the USMS permission to release my medical records to the reviewing medical officials designated by the USMS.

SIGNATURE

DATE

WITNESS

DATE

PART III. REPORT OF MEDICAL HISTORY**STATEMENT OF MEDICATIONS CURRENTLY USED:**NOTE: CHECK HERE IF MEDICATIONS ARE NOT CURRENTLY USED ☐

(Use the supplemental information page located at the end of the exam form if additional space is needed)

Name of Medication	Diagnosis	Dosage	Taken Since

STATEMENT OF HOSPITALIZATION HISTORY:NOTE: CHECK HERE IF NEVER HOSPITALIZED..... ☐

Admission Date	Reason for Admission	Type of Treatment	Outcome

PART III. REPORT OF MEDICAL HISTORY. CONTINUED

STATEMENT OF SURGICAL HISTORY INCLUDING OUTPATIENT PROCEDURES:

NOTE: CHECK HERE IF NO PRIOR HISTORY OF SURGERY ☐

Date of Surgery	Diagnosis	Type of Procedure	Outcome

Check each of the following items YES or NO. Every item checked YES MUST be carefully explained in the blank space on the right. (Use the supplemental information page located at the end of the exam if additional space is needed)

	<u>YES</u>	<u>NO</u>	<u>EXPLANATION</u>
I. Have you been refused employment or been unable to hold a job or stay in school because of:			
A. Sensitivity to chemicals, dust, sunlight, etc.	<input type="checkbox"/>	<input type="checkbox"/>	_____
B. Inability to perform certain motions	<input type="checkbox"/>	<input type="checkbox"/>	_____
C. Inability to assume certain positions	<input type="checkbox"/>	<input type="checkbox"/>	_____
D. Other medical reasons (If yes, give reason)	<input type="checkbox"/>	<input type="checkbox"/>	_____
II. Have you ever been denied life insurance? (Give reason for denial and details.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
III. Have you been advised to have any operations not listed under "Surgical History" above? (Give type of procedure and when recommended.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
IV. Have you ever been rejected for, or discharged from, military service because of physical, mental, or other reasons? (Give date, reason, type of discharge, if any.)	<input type="checkbox"/>	<input type="checkbox"/>	_____
V. Have you ever received or applied for disability compensation or disability pension? (If yes, specify what kind, granted by whom, amount, when and why.)	<input type="checkbox"/>	<input type="checkbox"/>	_____

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Contractor's employee/applicant **MUST PROVIDE** an explanation in the **Comments** section below for each YES (current or past) item checked below.

All shaded areas **MUST** be completed by the Contractor's employee/applicant.

GENERAL CONDITION

Have you now or have you ever had (check one box for each item in the shaded area)

	YES NOW	YES PAST	NO
1. Recent gain/loss of weight			
2. Chronic or frequent colds			
3. Skin diseases			
4. Anemia			
5. Leg Cramps			
6. Adverse reaction to serum drug, or medicine			
7. Tumor (Specify type/location in the Comments section below)			
8. Growth (Specify type/location in the Comments section below)			
9. Cyst (Specify type/location in the Comments section below)			
10. Cancer (Specify type/location in the Comments section below)			
11. Diabetes or sugar in urine			
12. Stutter or stammer habitually			
13. Excessive bleeding after injury or surgery			
14. Do you wear glasses or contact lenses?			
15. Blindness in one eye			
16. Sleep apnea			

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

PART IV. PHYSICAL EXAM

YES
NOW
YES
PAST
NO

HEAD, EYES, EARS, NOSE, THROAT (INCLUDING THYROID)

			17. Eye trouble or surgery (RK, PR, Lasik, or other)
			18. Ear, nose, throat, sinus trouble
			19. Hearing loss
			20. Severe tooth/gum trouble
			21. Hay Fever/Allergies
			22. Thyroid Trouble
			23. Wear a hearing aid <input type="checkbox"/> right ear <input type="checkbox"/> left ear

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

CARDIORESPIRATORY

			24. Scarlet or Rheumatic fever
			25. Tuberculosis
			26. Exposed to someone with Tuberculosis
			27. Coughed up blood
			28. Asthma/emphysema/shortness of breath
			29. Chest pain or pressure
			30. Chronic Cough/Bronchitis
			31. Palpitation/Pounding Heart
			32. Heart disease or trouble
			33. High or low blood pressure
			34. Disease of the arteries
			35. Abnormal chest X-ray
			36. Increased Cholesterol level
			37. Abnormal ECG or Stress test

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

GASTROINTESTINAL

			38. Frequent Indigestion/Reflux
			39. Gallbladder trouble/Stones
			40. Jaundice or hepatitis
			41. Hemorrhoids
			42. Stomach, Liver, intestinal trouble

___ No positive or pertinent negative finding were noted upon exam.

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant **MUST** provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

PART IV. PHYSICAL EXAM

YES
NOW
YES
PAST
NO

GENITOURINARY/HERNIAS

		43. Rupture/hernias
		44. Frequent or painful urination
		45. Kidney Stone or blood in urine
		46. Protein in urine
		47. Prostate trouble / surgery

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

NERVOUS SYSTEM

		48. Frequent or severe headache
		49. Dizziness/vertigo
		50. Fainting Spells/Syncope
		51. Head injury
		52. Stroke
		53. Neuritis
		54. Paralysis
		55. Epilepsy or seizures
		56. Frequent trouble sleeping
		57. Depression, anxiety, excessive worry
		58. Loss of memory or amnesia
		59. Periods of unconsciousness
		60. Psychiatric counseling
		61. Learning disability
		62. Treatment for mental condition
		63. Attempted suicide

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

MUSCULOSKELETAL

		64. Wear a brace or back support
		65. Swollen or painful joints
		66. Broken bones
		67. Arthritis, bursitis, tendonitis
		68. Bone/joint or other deformity
		69. Back pain / trouble
		70. Painful or "trick" shoulder/elbow
		71. "Trick" or locked Knee
		72. Gout
		73. Loss of finger or toe
		74. Foot pain or trouble

Exam must include range of motion/spasm of lumbar spine, stability of both knees.

___ No positive or pertinent negative finding were noted upon exam

___ The following positive and/or negative findings were noted:

Comments: (Use the Supplemental information page located on page 8 if additional space is needed)
Contract Employee/Applicant MUST provide an explanation of all above YES answers. (See example below.)

Item #	Diagnosis (if known)	Date of onset	Date of recovery (if resolved)	Doctor's Comments: Please review comments in the shaded area at left for completeness and add any additional clarifications in the unshaded area below.
3	Eczema (EXAMPLE)	1991	still have	

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

PART III. REPORT OF MEDICAL HISTORY, CONTINUED

Is there any other medical disorder or physical impairment that has not been documented above which could interfere with the full performance of the duties listed on page 11?

☐ YES (Explain below) ☐ NO

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

PRINT (INCUMBENT) APPLICANT NAME

SIGNATURE

DATE

PART V. PHYSICAL MEASUREMENTS

All unshaded areas are to be completed by the Examining Physician or clinic staff.

Vital signs

Weight _____ Height ____Ft. ____In. Blood Pressure ____/____ Pulse _____

Vision-Acuity: Both Right Left
Uncorrected Near 20/____ 20/____ 20/____ Uncorrected Far 20/____ 20/____ 20/____

Corrected Near 20/____ 20/____ 20/____ Corrected Far 20/____ 20/____ 20/____

Vision-Color:

Testing MUST be done with Ishihara (or comparable) Pseudo-Isochromatic Plates. A MINIMUM OF FOURTEEN PLATES must be reported.

Type of test: ☐ Ishihara ☐ Other _____ # of plates correct: _____ # of plates tested _____

Vision-Peripheral:

Is the peripheral vision normal? (Check one) ☐ YES ☐ NO

Vision-Depth Perception:

Results must be recorded in seconds of arc.

Type of test: _____ Score: _____ Seconds of arc: _____

Hearing Testing must be done with an AUDIOMETER IN A SOUND CONTROLLED ROOM OR BOOTH. Each ear must be tested separately at 500, 1000, 2000, 3000, and 4000 Hz. **HEARING AIDS MAY NOT BE USED DURING TESTING.** Attach audiometer printout to this page.

Results:	500	1000	2000	3000	4000
Right ear					
Left ear					

PART VI. EXAMINATION SUMMARY

DOCTOR PLEASE NOTE:

Please be advised that the COURT SECURITY OFFICER IS A WEAPONS BEARING SECURITY POSITION. The range of duties that the officer must be constantly prepared to perform include INTENSE PHYSICAL EXERTION, USE OF FIREARMS AND PHYSICAL CONFRONTATION. Emergency situations requiring such activities MAY ARISE WITHOUT WARNING and require maximum performance with no opportunity for preparation. Any condition that can subtly or suddenly compromise the CSO's ability to perform the full range of duties may result in INJURY or DEATH to the officer, co-workers or members of the public.

Detailed description of the essential job functions of the Court Security Officer position may be found on page 11.

(Use the supplemental information page if additional space is needed)

Problem List (past & present medical/surgical conditions):	Recommended Limitations (Essential job functions are listed on page 12.)

Are there any contraindications to the performance of aggressive security activities? ☐ YES ☐ NO

Check if supplemental information page is used ☐

Doctor, please affirm the three following statements with a check in the associated box and sign below. Thank you for your assistance in this important clearance process:

- ☐ I have reviewed and understand the available materials describing the requirements of the CSO position.
- ☐ I have reviewed the attached ECG for adequacy and proper lead placement.
- ☐ I have reviewed the currently available laboratory reports and other testing for adequacy and completeness.

EXAMINING PHYSICIAN'S NAME (Type or print)

SIGNATURE

ADDRESS (including ZIP code)

OFFICE TELEPHONE NUMBER

FACSIMILE NUMBER

The following must be attached to this exam form:

- ☐ Fasting Chemistry Panel to include liver and renal function tests, fasting glucose by venipuncture, and electrolytes.
- ☐ Fasting Lipid Panel
- ☐ CBC with WBC differential and platelet count.
- ☐ Urinalysis for specific gravity, Blood, Glucose and Protein.
- ☐ 12 Lead ECG (original) lead placement must be verified by the examiner.
- ☐ Audiometer Printout or results recorded on page if printout is not available.
- ☐ Vision test results (Test records may be attached to this form).

COURT SECURITY OFFICER'S JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

Personal Qualifications Statement (Court Security Officer)

READ THE INFORMATION BELOW PRIOR TO COMPLETING.

WHAT AUTHORITY DO WE HAVE TO ASK YOU FOR THE INFORMATION REQUESTED ON THIS FORM?

The U.S. Government is authorized to ask for this information under Section 3301 of Title 5 and Section 3101 of Title 44 of the U.S. Code. We ask for your Social Security number to keep our records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

HOW DO WE USE THIS FORM?

Review the form in its entirety prior to answering any questions. Be sure that you understand the questions and your responses prior to completion of the form.

This form will be used in processing your application. We use the information from this form primarily as the basis for an initial background investigation that will be used to determine your qualifications (to include law enforcement qualifications), suitability and eligibility for a clearance to work for the U.S. Government under contract.

Asking you for this information is in compliance with the Privacy Act of 1974. The information you give us is for Official Use Only; is protected from unauthorized disclosure. The U.S. Marshals Service may share some information with Federal and other sources to get additional information about you. We may also give some of the information to Federal, State, and local agencies checking on law violations or for other lawful purposes.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your employment or clearance prospects to work for the U.S. Government under contract.

TYPE OR LEGIBLY PRINT YOUR ANSWERS. We cannot accept your form if it is not legible. All questions on this form must be answered. If no response is applicable, indicate this by entering "N/A." Follow all form instructions fully, or we cannot process your form.

STATE CODES. Use the State Codes (two letter abbreviations) used by the Post Office, if you cannot spell out the state. *Do not abbreviate names of cities.*

USE 5 OR 9 - DIGIT ZIP CODES. If you do not know a ZIP Code, a ZIP Code directory is available at all Post Offices at www.usps.com. Please use them.

DATES. When providing dates, use YYMMDD. For example, June 8, 1988, would be 980608 and January 1988 would be 8801.

ADDITIONAL SHEETS. If there is not enough room on the sheets provided, please attach additional sheets so that you can provide as complete an answer as possible. Be sure to indicate the item number corresponding to the item being carried over to the additional sheet. Place your name and social security number on the additional sheet so that it can be readily identified if it should become separated from the form.

SIGNATURE AND DATE. Be sure to sign the forms in black or blue-black ink. Initial and date any changes you make to this form after you sign it.

ANY FORMS THAT ARE RECEIVED INCOMPLETE WILL BE RETURNED. THIS WILL DELAY THE PROCESSING OF YOUR CASE AND COULD EVEN RESULT IN YOUR NOT BEING SELECTED.

(Cont'd.)

HOW DO WE USE THIS FORM? (Cont'd.)

DOCUMENTATION. Copies of documents that verify any significant claims or activities should be provided. For example: alien registration; naturalization certificate; originals or certified copies of college transcripts or degrees; high school diploma; professional license(s) or certificate(s); military discharge certificate(s) (DD Form 214); marriage certificate(s); divorce papers; tax returns; passport; and/or business licenses(s).

NAME CHANGES. If you have had a name change from that indicated on the form, you must provide a copy of the documentation of any legal name change. If the name you are currently using is not a legal name, please use your official name as indicated on your birth certificate or marriage license.

EMPLOYMENT. Ensure that you list any previous law enforcement related employment, including military (i.e. Military Police, Master at Arms, etc.). Provide this experience in Section 22-23 whenever it occurred. It does not have to be consecutive. Explain how this experience included general arrest authority in the remarks to this section.

WHAT ARE THE PENALTIES FOR INACCURATE OR FALSE INFORMATION?

The U.S. Criminal Code provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$ 10,000, or 5 year imprisonment, or both. In addition, Federal agencies generally fire or disqualify individuals who have materially and deliberately falsified investigative forms, and this remains a part of our record for future use. Because the position for which you are being considered is a public trust position, your trustworthiness is a very important consideration in deciding your suitability or eligibility to perform under the contract.

PERSONAL QUALIFICATIONS STATEMENT
(Court Security Officer)

Please Complete the following (*Print legibly or Type*):

GENERAL INFORMATION

1. NAME _____
Last First Middle
2. PREFERRED TITLE ☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms.
(Check one)
3. SOCIAL SECURITY NUMBER _____
4. OTHER NAMES USED (including nicknames, aliases, maiden name, etc.)

5. CURRENT ADDRESS
(No. Street, and Apt. No.. if applicable) _____
City _____ State _____ Zip _____
Code _____
6. CURRENT PHONE NUMBERS _____
Home (Include Area Code) Office (Include extension if applicable)
7. PLACE OF BIRTH (City/State or Foreign Country) _____
8. DATE OF BIRTH (YYMMDD) _____
9. ARE YOU A CITIZEN OF THE UNITED STATES? (If no, provide the following information) ☐ YES ☐
10. Availability Data: a. Date (month year) you will be available to start work _____
b. Number of hours you will be available to start work each month _____
c. Days of the week that you can work _____
d. Are you available to perform temporary guard duties in other cities? ☐
11. CURRENT PHYSICAL CONDITION (Check one): ☐ Excellent ☐ Good ☐ Fair ☐ Poor*
(*Note: If answer is Poor, provide detailed information in Item 18.)
12. If you understand and can speak and/or read any language other than English, please list and indicate level of proficiency (i.e. poor, average, good, fluent)

13. Are you able to speak fluently, read, and write the English language or the language determined necessary by the U.S. Marshals of the district where you are seeking to perform contract services? ☐
14. Do you have a current drivers license? ☐
If so, for what state?

- | | | |
|---|---|--|
| <p>15. a. Do you have any physical or mental condition which might interfere with your ability to perform the work required (e.g., epilepsy, diabetes, alcoholism, drug addictions, cataracts, heart (<i>cardiovascular</i>) problems, psychiatric disorders, etc.?</p> <p>b. Have you ever used any narcotic, depressant, stimulant, hallucinogen (to include <i>LSD or PCP, or cannabis</i>) (to include <i>marijuana or hashish</i>), except as prescribed by a licensed physician?</p> <p>c. Have you ever been involved in the illegal purchase, possession, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis?</p> <p>d. Has your use of alcoholic beverages (such as liquor, beer, wine) ever resulted in the loss of a job, arrest by police, or treatment for alcoholism?</p> <p>e. Have you ever been a patient (<i>whether or not formally committed</i>) in any institution primarily devoted to the treatment of mental, emotional, psychological, or personality disorders?</p> | <p><u>YES</u></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><u>NO</u></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|---|---|--|

NOTE: If the answer to Question 15 a through e above is Yes, please provide detailed information in Item 18. Prior to award of a contract, you will be required to provide a physician's signed statement that the above condition will not interfere with your ability to perform the work required.

- | | | |
|--|---|---|
| <p>16. Are you now or have you ever been affiliated with any organization, association, movement, group, or combination of persons which advocates the overthrow of our constitutional form of government or which has adopted a policy of advocating or approving the commission of acts of force or violence to deny other persons their rights under the Constitution of the United States or which seeks to alter the form of government of the United States by unconstitutional means?</p> <p>17. To the best of your knowledge, have you ever been the subject of a background investigation (by either Federal, state, local, or private industry) or been given a security clearance?</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> |
|--|---|---|

If your answer is Yes, provide the following information and provide a copy of investigation certification, if available:

Agency requiring the clearance	Type of Investigation (i.e., NACI, LBI, BI, SBI...)	Date Clearance Issued/ Investigation Completed
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[illegible]

19. Current work status (*check one*):

20. Have you ever been employed by the Federal Government?

21. Have you ever been employed by a state or local government?

110

□ □

22. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

List ALL law enforcement employment, whenever it occurred.

[illegible]

SIGNATURE AND CERTIFICATION STATEMENT

Read the following carefully before signing this certification. A false answer to any question in this statement may be grounds for disqualification and may be punishable by fine or imprisonment (U.S. Code Title 18, Section 1001).

I have completed this statement with the knowledge and understanding that any or all items contained herein may be subject to investigation and I consent to the release of information concerning my capacity and fitness by employers, educational institutions, law enforcement agencies, and other individuals and agencies, to duly accredited investigators, and other authorized employees of the Federal Government for that purpose.

CERTIFICATION: I certify that all of the statements made by me are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink)

Date _____

Name (Type/Print)

CONTINUATION SHEET

23. LAW ENFORCEMENT/FEDERAL EMPLOYMENT

Print additional pages as necessary.

Name and address of employer's organization	Dates employed (<i>month & year</i>)		Avg. No. Hrs. per week
	From _____ To _____		_____
	Salary or earnings Beginning \$ _____ per _____ Ending \$ _____ per _____		
Exact Title of Your Position	Name of Immediate Supervisor	Area Code Telephone No.	No. Employees supervised _____
Kind of Business		If Federal Service, give series, grade or rank	

Description of work (Describe your specific duties, responsibilities, experience conducting felony arrests, use of general arrest authority, and accomplishments in this job)

[illegible]

Reason for leaving

Space for detailed answers and continuation of information (cont'd.):

[illegible]

CSO WEAPONS QUALIFICATION RECORD

1. NAME (Last, First, MI)	2. DISTRICT	3. ASSIGNED FACILITY	4. DATE COURSES FIRED (mm/dd/yyyy)

QUALIFICATION RESULTS

5a. WEAPON TYPE	5b. QUALIFICATION	6. MAKE	7. MODEL	8. CALIBER	9. BARREL LENGTH	10. PROPERTY OF:	11. SERIAL NUMBER
HANDGUN	QUALIFICATION					USMS	

12. Ammunition Used (Brand, Caliber, Weight, Type [JHP, JSP, Etc.])		13. SCORE	14. QUALIFICATION LEVEL	15. SHOOTER'S INITIALS	16. DATE OF RETESTS (If applicable)
Qualification					//////////
1 st Retest					
2 nd Retest					

<p>17. <u>USE OF DEADLY FORCE AND FIREARMS POLICY:</u></p> <p><i>I have read and understand the current DOJ Uniform Deadly Force Policy as well the contract requirements.</i></p> <p>Signature: _____ Date: _____</p>	<p>18. <u>CONTRACTOR'S FIREARMS INSTRUCTION CERTIFICATION</u></p> <p><i>This certifies that the course of fire, qualification level, scores, weapons and ammunition used are authorized and indicated herein, and that the individual stated above demonstrated proficiency with their issued weapon.</i></p> <p>Signature: _____ Date: _____</p>
---	--

<p>19. <u>WEAPON INSPECTION:</u></p> <p>The firearm described herein has been inspected by a contractor authorized Firearms Instructor (named in Block 18) and: Does [] / Does Not [] meet the contract requirements.</p>	<p>20. <u>HOLSTER INSPECTION:</u></p> <p>The holsters and accessory equipment used (magazines/magazine holders) have also been inspected and: Does [] / Does Not [] meet the contract requirements as to design and serviceability.</p>
--	---

<p>21. <u>VERIFIED BY:</u> (NOTE: <u>THE WEAPONS QUALIFICATION TEST MUST BE VERIFIED BY A REPRESENTATIVE OF THE USMS</u>)</p> <p>PRINTED NAME: _____ SIGNATURE: _____</p> <p>TITLE: _____ DATE: _____</p>	
--	--

REMARKS:

INSTRUCTIONS FOR COMPLETING THE CSO WEAPONS QUALIFICATION FORM

1. Contractor's name.
2. District assignment (*D/MA, S/NY, D/MD, E/VA, etc.*).
3. Facility assignment.
4. The date on which the course of fire was performed.
- 5a. No additional information is necessary
- 5b. No additional information is necessary
6. The name of the weapon's manufacturer.
7. The manufacturer's designation for the weapon.
8. The caliber of the weapon.
9. No additional information is necessary
10. No additional information is necessary
11. The weapons serial number.
12. The exact load shot during course of fire as designated from the current contract.
13. The score fired during the course of fire. If a retest is required, note subsequent scores on the appropriate lines.
14. The ranking of the CSO's score (de, ex, ss, mm, dnq). See the chart below for the exact ranking for each course of fire.
15. The contractor initials the qualification record thus indicating that the information provided is correct.
16. Dates of two allowed subsequent retests (*Provide only if applicable.*)
17. No additional information is necessary
18. Certification by the Contractor's Firearms Instructor
19. Verification that the weapon was inspected and meets the USMS standards.
20. Verification that the contractor's equipment meets the USMS standards.
21. Verification by authorized USMS Representative that the contractor and the CSO met the USMS standards and contract requirements

QUALIFICATION RANKINGS	
Distinguished Expert (DE)	250
Expert (EX)	238 - 249
Sharpshooter (SS)	213 - 237
Marksman (MM)	175 - 212
Did Not Qualify (DNQ)	174 or below

SAMPLE - See ordering procedures.

[illegible]

COURT SECURITY OFFICER CONTRACTOR'S MEDICAL PRACTITIONER'S DATA SHEET

ATTENTION CONTRACTOR: Pursuant to your contract with the United States Marshals Service, this form must be completed and submitted for each designated licensed physician that you desire to perform and document medical examinations on behalf of your company. To obtain approval, this form must be submitted to the Judicial Security Division, Chief, Office of Court Security, Washington, DC 20530-1000. Incomplete forms will be considered unacceptable and will be returned for completeness. Type or legibly print all requested information. If the information is not legible, the form will be considered unacceptable and returned for correction. This form must be submitted in accordance with the time requirements stated in the applicable United State Marshals Service's contract.

PHYSICIAN'S NAME

PHYSICIAN'S TELEPHONE NO.

_____ () _____ - _____

PHYSICIAN'S ADDRESS

_____ Street Address

_____ City _____ State _____ Zip Code

PHYSICIAN'S SOCIAL SECURITY NUMBER

DATE OF BIRTH

_____ - _____ - _____ _____ - _____ - _____

NAME AND LOCATION OF THE MEDICAL SCHOOL ATTENDED:

_____ Street Address

_____ City _____ State _____ Zip Code

MONTH AND YEAR OF GRADUATION: _____ - _____ - _____

LIST JOB RELATED LICENSES: _____

DATE OF LATEST LICENSE: _____ - _____ - _____

STATE OF LICENSE: _____

MEDICAL LICENSE NUMBER: _____

**COURT SECURITY OFFICER CONTRACTOR'S
REQUEST TO REEVALUATE AN INDIVIDUAL'S MEDICAL QUALIFICATION**

ATTENTION CONTRACTOR: Use of this form is required when a Court Security Officer is returning to perform security services after recovering from an injury, extended illness, and/or outpatient or inpatient surgery, including such procedures as LASIK. This form must be completed by the Court Security Officer's attending physician and submitted to the Office of Court Security for a qualification determination. A Court Security Officer may not resume security services until the Office of Court Security has provided written approval for the individual to resume performing under the applicable contract. Please fax and submit the completed form to the Office of Court Security at (202) 307-5217, Attention: Personnel Support Branch, Washington, DC 20530-1000.

COURT SECURITY OFFICER INFORMATION DISTRICT: _____ DISTRICT NO: _____

NAME: _____
LAST FIRST MIDDLE

SSN: _____ DATE OF INJURY, ILLNESS, AND/OR SURGERY: ____/____/____

GIVE A DESCRIPTION OF THE INDIVIDUAL'S INJURY, ILLNESS, AND/OR SURGERY. (PLEASE IDENTIFY THE AREA(S) OF THE BODY AFFECTED):

ATTENTION ATTENDING PHYSICIAN: The individual listed above is seeking to resume work as an **armed** Court Security Officer. It is imperative that you consider the individual's condition along with the **life-threatening situation** that a Court Security Officer may encounter. Court Security Officer duties may include physical exertion, **use of firearms, and physical confrontation**. These requirements may **arise without warning** and under adverse weather/environmental conditions. Inability to safely perform such duties may result in injury or death to the individual or others. Please review the Court Security Officer contract requirements listed on page four, consider your medical assessment of the individual's medical condition, and provide a written response to each of the questions listed below.

1. Diagnosis (include all associated conditions/symptoms detected):

2. Does the individual have any physical or mental restrictions or limitations? ☐ Yes ☐ No

a. If restrictions or limitations exist, please explain the circumstances in detail, including how long such challenges may exist.

b. Are the restrictions or limitations temporary or permanent? ☐ Temporary ☐ Permanent

3. Describe all treatments, including physical therapy or psychotherapy, and the duration of the treatment(s) provided to the individual. List all medications, including the name of the medication, the dosage prescribed as well as frequency, and any potential side effects the medication may cause. In addition, list any supportive devices, i.e., braces, crutches, hearing aids, etc., that the individual received.

4. Will the treatment affect the individual's ability to perform any of the Court Security Officer duties identified on page four? If yes, please explain in detail below. ☐ Yes ☐ No

5. Prognosis (Please address whether or not the individual's symptoms are likely to reoccur, progress, or be aggravated if the Court Security Officer performs any of the duties listed on page four.

6. Can the individual return to full, unrestricted security duties? * ☐ Yes ☐ No (If no, please explain below.)

For instance, does the individual have the ability to:

- | | | |
|---|------------------------------|-----------------------------|
| a. Safely use and retain a handgun? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Physically subdue an attacker(s)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Physically control violent or unruly crowds? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Climb two flights of stairs in pursuit or in an emergency? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. Sit or stand in one position for at least two hours? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* Please note that your response must indicate that the individual has the ability to meet all of the 29 CSO job functions listed on page four.

ATTENDING PHYSICIAN'S CERTIFICATION: I hereby certify that my assessment and responses to the questions listed on this form are true, complete, and accurate to the best of my knowledge and ability.

ATTENDING PHYSICIAN'S NAME: (Print) _____

ATTENDING PHYSICIAN'S SIGNATURE: _____

DATE: _____

MEDICAL FACILITY INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PLEASE ATTACH YOUR BUSINESS CARD, LETTERHEAD, OR OFFICE STAMP ON THIS FORM AND RETURN THE FORM TO THE COURT SECURITY OFFICER'S EMPLOYER IN A SEALED ENVELOPE.

CONTRACTOR'S CERTIFICATION: To the best of our knowledge, the subject individual is free of medical devices and impairments. Once the individual returns to work and it is observed that the individual's state reveals otherwise, we will report the condition to the USMS and prohibit the individual from performing CSO duties. In addition, the company certifies that this form has been reviewed and is considered complete.

NAME OF OFFICIAL REPRESENTATIVE: _____

OFFICIAL REPRESENTATIVE'S SIGNATURE: _____

DATE: _____

CONTRACTOR'S INFORMATION:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

DESIGNATED MEDICAL REVIEWING OFFICIAL'S CERTIFICATION:

I ☐ agree / ☐ disagree with the attending physician's recommendation regarding the individual's ability to safely perform Court Security Officer duties.

Additional documentation regarding my decision is ☐ attached / ☐ not attached.

PHYSICIAN'S NAME: (Please print.) _____

PHYSICIAN'S SIGNATURE: _____

DATE: _____

TELEPHONE NUMBER: _____

COURT SECURITY OFFICERS JOB FUNCTIONS

The primary functions of the Court Security Officer include physical security for federal court facilities and perimeters, checkpoint security for court facilities and courtroom entry points, courtroom monitoring, and a rapid response to emergencies and alarms within facility where federal court proceedings are held.

Essential duties require Court Security Officers to be able to:

Work Environment

1. Work extended hours
2. Work in adverse weather
3. Work alone while armed
4. Work under stress
5. Stop, question or detain individuals
6. Encounter individuals who display a violent or irrational temperament
7. Provide armed escort

Weapons

8. Use handgun with weak (non-dominant) hand
9. Use handcuffs
10. Use handgun
11. Confiscate weapon from person in pat down

Cardiovascular and Musculoskeletal

12. Must have the ability to physically subdue attacker(s)
13. Must have the ability to physically control violent or unruly crowds
14. Must have the ability to subdue after running in pursuit
15. Must have the ability to respond to emergency with unplanned strenuous physical activity
16. Must have the ability to climb stairs in pursuit or in emergency
17. Must have the ability to sit or stand in one position for at least 2 hours

Vision

18. Use distant vision to monitor front checkpoint and to monitor courtroom
19. Use distant vision to monitor garage/vehicles
20. Use distant vision to detect if individual has weapon
21. Use near vision to read x-ray monitor
22. Recognize basic colors
23. Visually detect peripheral movement/ID threat

Hearing

24. Comprehend speech during face-to-face conversations
25. Comprehend speech during telephone conversations
26. Comprehend speech during radio transmissions
27. Comprehend speech when you can't see another CSO
28. Hear sounds that require investigation
29. Determine location of sound

**NOTICE AND AUTHORIZATION PERTAINING TO CONSUMER REPORTS
PURSUANT TO THE FAIR CREDIT REPORTING ACT OF 1970, *as amended*
15 U.S.C. § 1681, et seq.**

Please take notice that one or more consumer reports may be obtained for employment purposes. Because a background investigation will be conducted as part of a determination of your fitness for employment or for performance under a contract, you are also entitled to request additional disclosures concerning the nature and scope of the investigation.

By signing this form, you are giving consent to have your consumer reports released by consumer reporting agencies as part of an investigation to determine your clearance to perform contractual service and/or security clearance and receive access to Federal and other facilities in accordance with Homeland Security Presidential Directive/HSPD-12. The information obtained may be redisclosed to other Federal agencies for the above purposes and in fulfillment of official responsibilities to the extent that such disclosure is permitted by law.

I _____ hereby authorize the U.S. Marshals Service (USMS) to obtain such report(s) from any consumer/credit reporting agency for suitability purposes to perform contractual services.

Signature

Date

Social Security Number

Executive Order 9397 (November 22, 1943) asks Federal agencies to use Social Security Numbers (SSN) to help identify individuals in agency records. Your SSN is therefore needed to keep records accurate, because other people may have the same name. Providing your SSN is voluntary. However, failure to provide the requested information could result in the USMS receiving an erroneous credit report.

INSTRUCTIONS TO THE CONTRACTOR: Please retain a copy of this form for your records and forward the original to the United States Marshals Service, Judicial Security Division, Office of Court Security, Attention: Operations Support Branch, Washington, DC 20530-1000.

Questionnaire for Public Trust Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 7 and the release on Page 8. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that applicants or incumbents either employed by the Government or working for the Government under contract, are suitable for the job and/or eligible for a public trust or sensitive position. Information from this form is used primarily as the basis for this investigation. Complete this form only after a conditional offer of employment has been made.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or employment prospects.

Authority to Request this Information

The U.S. Government is authorized to ask for this information under Executive Orders 10450 and 10577, sections 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations are conducted using your responses on this form and on your Declaration for Federal Employment (OF 306) to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well.

These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 10, 1978, should be shown as 6/10/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain your name and Social Security Number at the top of the page.

Final Determination on Your Eligibility

Final determination on your eligibility for a public trust or sensitive position and your being granted a security clearance is the responsibility of the Office of Personnel Management or the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is one of public trust or is sensitive, your trustworthiness is a very important consideration in deciding your suitability for placement or retention in the position.

Your prospects of placement are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the system of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

3. Except as noted in Question 21, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.

4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.

6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.

7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.

8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.

9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.

10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.

11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	District of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
PUBLIC TRUST POSITIONS

OPM USE ONLY	Codes	Case Number
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Agency Use Only (Complete items A through P using instructions provided by USOPM)

A Type of Investigation	B Extra Coverage	C Sensitivity/Risk Level	D Compu/ADP	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder <input type="checkbox"/> None <input type="checkbox"/> NPRC <input type="checkbox"/> At SON	Other Address	ZIP Code					
L SOI	M Location of Security Folder <input type="checkbox"/> None <input type="checkbox"/> At SOI <input type="checkbox"/> NPI	Other Address	ZIP Code					
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature		Telephone Number ()		Date	

Persons completing this form should begin with the questions below.

1 FULL NAME • If you have only initials in your name, use them and state (IO). • If you have no middle name, enter "NMN". Last Name First Name Middle Name Jr., II, etc.	2 DATE OF BIRTH Month Day Year
3 PLACE OF BIRTH - Use the two letter code for the State. City County State Country (if not in the United States)	
4 SOCIAL SECURITY NUMBER	
5 OTHER NAMES USED	
#1 Name Month/Year To Name Month/Year To	#3 Name Month/Year To Name Month/Year To
#2 Name Month/Year To Name Month/Year To	#4 Name Month/Year To Name Month/Year To
6 OTHER IDENTIFYING INFORMATION Height (feet and inches) Weight (pounds) Hair Color Eye Color Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male	
7 TELEPHONE NUMBERS Work (include Area Code and extension) Day Night () Home (include Area Code) Day Night ()	
8 CITIZENSHIP a Mark the box at the right that reflects your current citizenship status, and follow its instructions. <input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. Answer items b and d. <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. Answer items b, c and d. <input type="checkbox"/> I am not a U.S. citizen. Answer items b and e.	b Your Mother's Maiden Name
c UNITED STATES CITIZENSHIP If you are a U.S. Citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship. Naturalization Certificate (Where were you naturalized?) Court City State Certificate Number Month/Day/Year Issued Citizenship Certificate (Where was the certificate issued?) City State Certificate Number Month/Day/Year Issued State Department Form 240 - Report of Birth Abroad of a Citizen of the United States Give the date the form was prepared and give an explanation if needed. Month/Day/Year Explanation U.S. Passport This may be either a current or previous U.S. Passport Passport Number Month/Day/Year Issued	
d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right. Country	
e ALIEN If you are an alien, provide the following information: Place You Entered the United States: City State Date You Entered U.S. Month Day Year Alien Registration Number Country(ies) of Citizenship	

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last 5 years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #2	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #3	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #4	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						
Month/Year #5	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
Telephone Number ()						

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List all College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
Telephone Number ()		ZIP Code			

Enter your Social Security Number before going to the next page →

11 YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday.

• **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

• **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

• **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year #1	Month/Year To	Month/Year Present	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
Month/Year #2	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
Month/Year #3	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		
	Month/Year To	Month/Year		Position Title	Supervisor		

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

#5	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

#6	Month/Year To	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
Employer's/Verifier's Street Address				City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor
	Month/Year To	Month/Year	Position Title	Supervisor

12 YOUR EMPLOYMENT RECORD	Yes	No
Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>

Use the following codes and explain the reason your employment was ended:

- | | | |
|--|--|--|
| 1 - Fired from a job | 3 - Left a job by mutual agreement following allegations of misconduct | 5 - Left a job for other reasons under unfavorable circumstances |
| 2 - Quit a job after being told you'd be fired | 4 - Left a job by mutual agreement following allegations of unsatisfactory performance | |

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

13 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code
Name #2	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code
Name #3	Dates Known Month/Year Month/Year To	Telephone Number Day () Night ()	Home or Work Address	City (Country)	State	ZIP Code

14 YOUR MARITAL STATUS

Mark one of the following boxes to show your current marital status:

<input type="checkbox"/> 1 - Never married (<i>go to question 15</i>)	<input type="checkbox"/> 3 - Separated	<input type="checkbox"/> 5 - Divorced
<input type="checkbox"/> 2 - Married	<input type="checkbox"/> 4 - Legally Separated	<input type="checkbox"/> 6 - Widowed

Current Spouse Complete the following about your current spouse.

Full Name	Date of Birth (Mo./Day/Yr.)	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			
Country of Citizenship	Date Married (Mo./Day/Yr.)	Place Married (Include country if outside the U.S.)	State
If Separated, Date of Separation (Mo./Day/Yr.)	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse (Street, city, and country if outside the U.S.)			State ZIP Code

15 YOUR RELATIVES

Give the full name, correct code, and other requested information for each of your relatives, living or dead, specified below.

- | | | | |
|------------------------------|----------------|-----------------------------------|---------------|
| 1 - Mother (<i>first</i>) | 3 - Stepmother | 5 - Foster Parent | 7 - Stepchild |
| 2 - Father (<i>second</i>) | 4 - Stepfather | 6 - Child (<i>adopted also</i>) | |

Full Name (If deceased, check box on the left before entering name)	Code	Date of Birth Month/Day/Year	Country of Birth	Country(ies) of Citizenship	Current Street Address and City (country) of Living Relatives	State
<input type="checkbox"/>	1					
<input type="checkbox"/>	2					
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

Enter your Social Security Number before going to the next page →

16 YOUR MILITARY HISTORY**a** Have you served in the United States military?**b** Have you served in the United States Merchant Marine?

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•**Code.** Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•**O/E.** Mark "O" block for Officer or "E" block for Enlisted.

•**Status.** "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

•**Country.** If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate No.	Status				Country	
				O	E	Active	Active Reserve		Inactive Reserve
To									
To									

17 YOUR SELECTIVE SERVICE RECORD**a** Are you a male born after December 31, 1959? If "No," go to 18. If "Yes," go to b.**b** Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.

Registration Number Legal Exemption Explanation

18 YOUR INVESTIGATIONS RECORD**a** Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.

Codes for Investigating Agency

1 - Defense Department

2 - State Department

3 - Office of Personnel Management

4 - FBI

5 - Treasury Department

6 - Other (Specify)

Codes for Security Clearance Received

0 - Not Required

1 - Confidential

2 - Secret

3 - Top Secret

4 - Sensitive Compartmented Information

5 - Q

6 - L

7 - Other

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

b To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. **Note:** An administrative downgrade or termination of a security clearance is not a revocation.

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

19 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

•Do not repeat travel covered in items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#5	To		
#2	To			#6	To		
#3	To			#7	To		
#4	To			#8	To		

Enter your Social Security Number before going to the next page

20 YOUR POLICE RECORD (Do not include anything that happened before your 16th birthday.)

In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s)? (Leave out traffic fines of less than \$150.)

If you answered "Yes," explain your answer(s) in the space provided.

Month/Year	Offense	Action Taken	Law Enforcement Authority or Court (City and county/country if outside the U.S.)	State	ZIP Code

21 ILLEGAL DRUGS

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

- a** In the last year, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?
- b** In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis, for your own intended profit or that of another?

If you answered "Yes" to "a" above, provide information relating to the types of substance(s), the nature of the activity, and any other details relating to your involvement with illegal drugs. Include any treatment or counseling received.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			
To			

22 YOUR FINANCIAL RECORD

- a** In the last 7 years, have you, or a company over which you exercised some control, filed for bankruptcy, been declared bankrupt, been subject to a tax lien, or had legal judgment rendered against you for a debt? If you answered "Yes," provide date of initial action and other information requested below.

Month/Year	Type of Action	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

- b** Are you now over 180 days delinquent on any loan or financial obligation? Include loans or obligations funded or guaranteed by the Federal Government.

If you answered "Yes," provide the information requested below:

Month/Year	Type of Loan or Obligation and Account #	Name/Address of Creditor or Obligee	State	ZIP Code

After completing this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 8.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)

Date

Enter your Social Security Number before going to the next page

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 85P, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in black ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position of public trust with the Federal Government as a(n)

(Investigator instructed to write in position title.)

As part of the investigative process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand that the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 85P and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

Questionnaire for National Security Positions

Follow instructions fully or we cannot process your form. Be sure to sign and date the certification statement on Page 9 and the release on Page 10. *If you have any questions, call the office that gave you the form.*

Purpose of this Form

The U.S. Government conducts background investigations and reinvestigations to establish that military personnel, applicants for or incumbents in national security positions, either employed by the Government or working for Government contractors, licensees, certificate holders, and grantees, are eligible for a required security clearance. Information from this form is used primarily as the basis for investigation for access to classified information or special nuclear information or material. Complete this form only after a conditional offer of employment has been made for a position requiring a security clearance.

Giving us the information we ask for is voluntary. However, we may not be able to complete your investigation, or complete it in a timely manner, if you don't give us each item of information we request. This may affect your placement or security clearance prospects.

Authority to Request this Information

Depending upon the purpose of your investigation, the U.S. Government is authorized to ask for this information under Executive Orders 10450, 10865, 12333, and 12356; sections 3301 and 9101 of title 5, U.S. Code; sections 2165 and 2201 of title 42, U.S. Code; sections 781 to 887 of title 50, U.S. Code; and parts 5, 732, and 736 of Title 5, Code of Federal Regulations.

Your Social Security number is needed to keep records accurate, because other people may have the same name and birth date. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

The Investigative Process

Background investigations for national security positions are conducted to develop information to show whether you are reliable, trustworthy, of good conduct and character, and loyal to the United States. The information that you provide on this form is confirmed during the investigation. Investigation may extend beyond the time covered by this form when necessary to resolve issues. Your current employer must be contacted as part of the investigation, even if you have previously indicated on applications or other forms that you do not want this.

In addition to the questions on this form, inquiry also is made about a person's adherence to security requirements, honesty and integrity, vulnerability to exploitation or coercion, falsification, misrepresentation, and any other behavior, activities, or associations that tend to show the person is not reliable, trustworthy, or loyal.

Your Personal Interview

Some investigations will include an interview with you as a normal part of the investigative process. This provides you the opportunity to update, clarify, and explain information on your form more completely, which often helps to complete your investigation faster. It is important that the interview be conducted as soon as possible after you are contacted. Postponements will delay the processing of your investigation, and declining to be interviewed may result in your investigation being delayed or canceled.

You will be asked to bring identification with your picture on it, such as a valid State driver's license, to the interview. There are other documents you may be asked to bring to verify your identity as well. These include documentation of any legal name change, Social Security card, and/or birth certificate.

You may also be asked to bring documents about information you provided on the form or other matters requiring specific attention. These matters include alien registration, delinquent loans or taxes, bankruptcy, judgments, liens, or other financial obligations, agreements involving child custody or support, alimony or property settlements, arrests, convictions, probation, and/or parole.

Organization of this Form

This form has two parts. Part 1 asks for background information, including where you have lived, gone to school, and worked. Part 2 asks about your activities and such matters as firings from a job, criminal history record, use of illegal drugs, and abuse of alcohol.

In answering all questions on this form, keep in mind that your answers are considered together with the information obtained in the investigation to reach an appropriate adjudication.

Instructions for Completing this Form

1. Follow the instructions given to you by the person who gave you the form and any other clarifying instructions furnished by that person to assist you in completion of the form. Find out how many copies of the form you are to turn in. You must sign and date, in black ink, the original and each copy you submit. You should retain a copy of the completed form for your records.

2. Type or legibly print your answers in black ink (if your form is not legible, it will not be accepted). You may also be asked to submit your form in an approved electronic format.

3. All questions on this form must be answered. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "N/A"). If you find that you cannot report an exact date, approximate or estimate the date to the best of your ability and indicate this by marking "APPROX." or "EST."

4. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, agencies may modify the form consistent with your intent.

5. You must use the State codes (abbreviations) listed on the back of this page when you fill out this form. Do not abbreviate the names of cities or foreign countries.

6. The 5-digit postal ZIP codes are needed to speed the processing of your investigation. The office that provided the form will assist you in completing the ZIP codes.

7. All telephone numbers must include area codes.

8. All dates provided on this form must be in Month/Day/Year or Month/Year format. Use numbers (1-12) to indicate months. For example, June 8, 1978, should be shown as 6/8/78.

9. Whenever "City (Country)" is shown in an address block, also provide in that block the name of the country when the address is outside the United States.

10. If you need additional space to list your residences or employments/self-employments/unemployments or education, you should use a continuation sheet, SF 86A. If additional space is needed to answer other items, use a blank piece of paper. Each blank piece of paper you use must contain **your name and Social Security Number at the top of the page.**

Final Determination on Your Eligibility

Final determination on your eligibility for access to classified information is the responsibility of the Federal agency that requested your investigation. You may be provided the opportunity personally to explain, refute, or clarify any information before a final decision is made.

Penalties for Inaccurate or False Statements

The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines of up to \$10,000, and/or 5 years imprisonment, or both. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Because the position for which you are being considered is a sensitive one, your trustworthiness is a very important consideration in deciding your eligibility for a security clearance.

Your prospects of placement or security clearance are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give us on the form and to make your comments part of the record.

Disclosure of Information

The information you give us is for the purpose of investigating you for a national security position; we will protect it from unauthorized disclosure. The collection, maintenance, and disclosure of background investigative information is governed by the Privacy Act. The agency which requested the investigation and the agency which conducted the investigation have published notices in the Federal Register describing the systems of records in which your records will be maintained. You may obtain copies of the relevant notices from the person who gave you this form. The information on this form, and information we collect during an investigation may be disclosed without your consent as permitted by the Privacy Act (5 USC 552a(b)) and as follows:

PRIVACY ACT ROUTINE USES

1. To the Department of Justice when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records by the Department of Justice is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

2. To a court or adjudicative body in a proceeding when: (a) the agency or any component thereof; or (b) any employee of the agency in his or her official capacity; or (c) any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee; or (d) the United States Government, is a party to litigation or has interest in such litigation, and by careful review, the agency determines that the records are both relevant and necessary to the litigation and the use of such records is therefore deemed by the agency to be for a purpose that is compatible with the purpose for which the agency collected the records.

3. Except as noted in Question 24, when a record on its face, or in conjunction with other records, indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute, particular program statute, regulation, rule, or order issued pursuant thereto, the relevant records may be disclosed to the appropriate Federal, foreign, State, local, tribal, or other public authority responsible for enforcing, investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation, or order.

4. To any source or potential source from which information is requested in the course of an investigation concerning the hiring or retention of an employee or other personnel action, or the issuing or retention of a security clearance, contract, grant, license, or other benefit, to the extent necessary to identify the individual, inform the source of the nature and purpose of the investigation, and to identify the type of information requested.

5. To a Federal, State, local, foreign, tribal, or other public authority the fact that this system of records contains information relevant to the retention of an employee, or the retention of a security clearance, contract, license, grant, or other benefit. The other agency or licensing organization may then make a request supported by written consent of the individual for the entire record if it so chooses. No disclosure will be made unless the information has been determined to be sufficiently reliable to support a referral to another office within the agency or to another Federal agency for criminal, civil, administrative, personnel, or regulatory action.

6. To contractors, grantees, experts, consultants, or volunteers when necessary to perform a function or service related to this record for which they have been engaged. Such recipients shall be required to comply with the Privacy Act of 1974, as amended.

7. To the news media or the general public, factual information the disclosure of which would be in the public interest and which would not constitute an unwarranted invasion of personal privacy.

8. To a Federal, State, or local agency, or other appropriate entities or individuals, or through established liaison channels to selected foreign governments, in order to enable an intelligence agency to carry out its responsibilities under the National Security Act of 1947 as amended, the CIA Act of 1949 as amended, Executive Order 12333 or any successor order, applicable national security directives, or classified implementing procedures approved by the Attorney General and promulgated pursuant to such statutes, orders or directives.

9. To a Member of Congress or to a Congressional staff member in response to an inquiry of the Congressional office made at the written request of the constituent about whom the record is maintained.

10. To the National Archives and Records Administration for records management inspections conducted under 44 USC 2904 and 2906.

11. To the Office of Management and Budget when necessary to the review of private relief legislation.

STATE CODES (ABBREVIATIONS)

Alabama	AL	Hawaii	HI	Massachusetts	MA	New Mexico	NM	South Dakota	SD
Alaska	AK	Idaho	ID	Michigan	MI	New York	NY	Tennessee	TN
Arizona	AZ	Illinois	IL	Minnesota	MN	North Carolina	NC	Texas	TX
Arkansas	AR	Indiana	IN	Mississippi	MS	North Dakota	ND	Utah	UT
California	CA	Iowa	IA	Missouri	MO	Ohio	OH	Vermont	VT
Colorado	CO	Kansas	KS	Montana	MT	Oklahoma	OK	Virginia	VA
Connecticut	CT	Kentucky	KY	Nebraska	NE	Oregon	OR	Washington	WA
Delaware	DE	Louisiana	LA	Nevada	NV	Pennsylvania	PA	West Virginia	WV
Florida	FL	Maine	ME	New Hampshire	NH	Rhode Island	RI	Wisconsin	WI
Georgia	GA	Maryland	MD	New Jersey	NJ	South Carolina	SC	Wyoming	WY
American Samoa	AS	Dist. of Columbia	DC	Guam	GU	Northern Marianas	CM	Puerto Rico	PR
Trust Territory	TT	Virgin Islands	VI						

PUBLIC BURDEN INFORMATION

Public burden reporting for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Reports and Forms Management Officer, U.S. Office of Personnel Management, 1900 E Street, N.W., Room CHP-500, Washington, D.C. 20415. Do not send your completed form to this address.

QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS

Part 1

Investigating Agency Use Only

Codes

Case Number

Agency Use Only (Complete items A through P using instructions provided by the Investigating agency).

A Type of Investigation	B Extra Coverage	C Sensitivity Level	D Access	E Nature of Action Code	F Date of Action	Month	Day	Year
G Geographic Location	H Position Code	I Position Title						
J SON	K Location of Official Personnel Folder	None NPRC At SON	Other Address					ZIP Code
L SOI	M Location of Security Folder	None At SOI NPI	Other Address					ZIP Code
N OPAC-ALC Number	O Accounting Data and/or Agency Case Number							
P Requesting Official	Name and Title		Signature		Telephone Number		Date	

Persons completing this form should begin with the questions below.

1 FULL NAME •If you have only initials in your name, use them and state (IO). •If you have no middle name, enter "NMN".				• If you are a "Jr.," "Sr.," "II," etc., enter this in the box after your middle name.				2 DATE OF BIRTH			
Last Name		First Name		Middle Name		Jr., II, etc.		Month	Day	Year	
3 PLACE OF BIRTH - Use the two letter code for the State. City County State Country (if not in the United States)								4 SOCIAL SECURITY			
5 OTHER NAMES USED Give other names you used and the period of time you used them (for example: your maiden name, name(s) by a former marriage, former name(s), alias(es), or nickname(s)). If the other name is your maiden name, put "nee" in front of it.											
#1 Name		Month/Year To		#3 Name		Month/Year To					
#2 Name		Month/Year To		#4 Name		Month/Year To					
6 OTHER IDENTIFYING INFORMATION		Height (feet and inches)		Weight (pounds)		Hair Color		Eye Color		Sex (Mark one box) <input type="checkbox"/> Female <input type="checkbox"/> Male	
7 TELEPHONE NUMBERS		Work (Include Area Code and extension) Day () Night ()				Home (Include Area Code) Day () Night ()					
8 CITIZENSHIP		<input type="checkbox"/> I am a U.S. citizen or national by birth in the U.S. or U.S. territory/possession. (Answer items b and d) <input type="checkbox"/> I am a U.S. citizen, but I was NOT born in the U.S. (Answer items b, c and d) <input type="checkbox"/> I am not a U.S. citizen. (Answer items b and e)						b Your Mother's Maiden Name			
a Mark the box at the right that reflects your current citizenship status, and follow its instructions.											
c UNITED STATES CITIZENSHIP If you are a U.S. citizen, but were not born in the U.S., provide information about one or more of the following proofs of your citizenship.											
Naturalization Certificate (Where were you naturalized?)											
Court		City		State		Certificate Number		Month/Day/Year Issued			
Citizenship Certificate (Where was the certificate issued?)											
City				State		Certificate Number		Month/Day/Year Issued			
State Department Form 240 - Report of Birth Abroad of a Citizen of the United States											
Give the date the form was prepared and give an explanation if needed.		Month/Day/Year		Explanation							
U.S. Passport											
This may be either a current or previous U.S. Passport.						Passport Number		Month/Day/Year Issued			
d DUAL CITIZENSHIP If you are (or were) a dual citizen of the United States and another country, provide the name of that country in the space to the right.											
e ALIEN If you are an alien, provide the following information:											
Place You Entered the United States:		City		State		Date You Entered U.S. Month Day Year		Alien Registration Number		Country(ies) of Citizenship	

9 WHERE YOU HAVE LIVED

List the places where you have lived, beginning with the most recent (#1) and working back 7 years. All periods must be accounted for in your list. Be sure to indicate the actual physical location of your residence: do not use a post office box as an address, do not list a permanent address when you were actually living at a school address, etc. Be sure to specify your location as closely as possible: for example, do not list only your base or ship, list your barracks number or home port. You may omit temporary military duty locations under 90 days (list your permanent address instead), and you should use your APO/FPO address if you lived overseas.

For any address in the last 5 years, list a person who knew you at that address, and who preferably still lives in that area (do not list people for residences completely outside this 5-year period, and do not list your spouse, former spouses, or other relatives). Also for addresses in the last five years, if the address is "General Delivery," a Rural or Star Route, or may be difficult to locate, provide directions for locating the residence on an attached continuation sheet.

Month/Year #1	Month/Year To Present	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knows You		Street Address	Apt. #	City (Country)	State	ZIP Code
		Telephone Number ()				
Month/Year #2	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
		Telephone Number ()				
Month/Year #3	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
		Telephone Number ()				
Month/Year #4	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
		Telephone Number ()				
Month/Year #5	Month/Year To	Street Address	Apt. #	City (Country)	State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State	ZIP Code
		Telephone Number ()				

10 WHERE YOU WENT TO SCHOOL

List the schools you have attended, beyond Junior High School, beginning with the most recent (#1) and working back 7 years. List College or University degrees and the dates they were received. If all of your education occurred more than 7 years ago, list your most recent education beyond high school, no matter when that education occurred.

Use one of the following codes in the "Code" block:

1 - High School

2 - College/University/Military College

3 - Vocational/Technical/Trade School

For schools you attended in the past 3 years, list a person who knew you at school (an instructor, student, etc.). Do not list people for education completely outside this 3-year period.

For correspondence schools and extension classes, provide the address where the records are maintained.

Month/Year #1	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number ()		
Month/Year #2	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number ()		
Month/Year #3	Month/Year To	Code	Name of School	Degree/Diploma/Other	Month/Year Awarded
Street Address and City (Country) of School				State	ZIP Code
Name of Person Who Knew You		Street Address	Apt. #	City (Country)	State
		ZIP Code	Telephone Number ()		

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES

List your employment activities, beginning with the present (#1) and working back 7 years. You should list all full-time work, part-time work, military service, temporary military duty locations over 90 days, self-employment, other paid work, and all periods of unemployment. The entire 7-year period must be accounted for without breaks, but you need not list employments before your 16th birthday. **EXCEPTION:** Show all Federal civilian service, whether it occurred within the last 7 years or not.

- **Code.** Use one of the codes listed below to identify the type of employment:

1 - Active military duty stations

2 - National Guard/Reserve

3 - U.S.P.H.S. Commissioned Corps

4 - Other Federal employment

5 - State Government (Non-Federal employment)

6 - Self-employment (Include business name and/or name of person who can verify)

7 - Unemployment (Include name of person who can verify)

8 - Federal Contractor (List Contractor, not Federal agency)

9 - Other

- **Employer/Verifier Name.** List the business name of your employer or the name of the person who can verify your self-employment or unemployment in this block. If military service is being listed, include your duty location or home port here as well as your branch of service. You should provide separate listings to reflect changes in your military duty locations or home ports.

- **Previous Periods of Activity.** Complete these lines if you worked for an employer on more than one occasion at the same location. After entering the most recent period of employment in the initial numbered block, provide previous periods of employment at the same location on the additional lines provided. For example, if you worked at XY Plumbing in Denver, CO, during 3 separate periods of time, you would enter dates and information concerning the most recent period of employment first, and provide dates, position titles, and supervisors for the two previous periods of employment on the lines below that information.

Month/Year		Month/Year		Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
#1	To	Present						
Employer's/Verifier's Street Address					City (Country)	State	ZIP Code	Telephone Number ()
Street Address of Job Location (if different than Employer's Address)					City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)					City (Country)	State	ZIP Code	Telephone Number ()
PREVIOUS PERIODS OF ACTIVITY (Block #1)	Month/Year	Month/Year	Position Title		Supervisor			
	To							
	Month/Year	Month/Year	Position Title		Supervisor			
	To							
PREVIOUS PERIODS OF ACTIVITY (Block #2)	Month/Year	Month/Year	Position Title		Supervisor			
	To							
	Month/Year	Month/Year	Position Title		Supervisor			
	To							
PREVIOUS PERIODS OF ACTIVITY (Block #3)	Month/Year	Month/Year	Position Title		Supervisor			
	To							
	Month/Year	Month/Year	Position Title		Supervisor			
	To							

Enter your Social Security Number before going to the next page →

YOUR EMPLOYMENT ACTIVITIES (CONTINUED)

#4	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
	To						
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code
							Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #4)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

#5	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
	To						
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code
							Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #5)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

#6	Month/Year	Month/Year	Code	Employer/Verifier Name/Military Duty Location	Your Position Title/Military Rank		
	To						
	Employer's/Verifier's Street Address				City (Country)	State	ZIP Code
							Telephone Number ()
Street Address of Job Location (if different than Employer's Address)				City (Country)	State	ZIP Code	Telephone Number ()
Supervisor's Name & Street Address (if different than Job Location)				City (Country)	State	ZIP Code	Telephone Number ()

PREVIOUS PERIODS OF ACTIVITY (Block #6)	Month/Year	Month/Year	Position Title	Supervisor
	To			
	Month/Year	Month/Year	Position Title	Supervisor
	To			
Month/Year	Month/Year	Position Title	Supervisor	
To				

12 PEOPLE WHO KNOW YOU WELL

List three people who know you well and live in the United States. They should be good friends, peers, colleagues, college roommates, etc., whose combined association with you covers as well as possible the last 7 years. Do not list your spouse, former spouses, or other relatives, and try not to list anyone who is listed elsewhere on this form.

Name #1	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	Home or Work Address	City (Country)	State	ZIP Code
Home or Work Address						

Name #2	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	Home or Work Address	City (Country)	State	ZIP Code
Home or Work Address						

Name #3	Dates Known Month/Year Month/Year To	Telephone Number Day Night ()	Home or Work Address	City (Country)	State	ZIP Code
Home or Work Address						

Enter your Social Security Number before going to the next page →

13 YOUR SPOUSE

Mark one box to show your current marital status and provide information about your spouse(s) in items a. and/or b.

☐ 1 - Never married ☐ 3 - Separated ☐ 5 - Divorced
☐ 2 - Married ☐ 4 - Legally Separated ☐ 6 - Widowed

a **Current Spouse** Complete the following about your current spouse only.

Current Spouse - Complete the following about your current spouse only.			
Full Name	Date of Birth	Place of Birth (Include country if outside the U.S.)	Social Security Number
Other Names Used (Specify maiden name, names by other marriages, etc., and show dates used for each name)			Country(ies) of Citizenship
Date Married	Place Married (Include country if outside the U.S.)		State
If Separated, Date of Separation	If Legally Separated, Where is the Record Located? City (Country)		State
Address of Current Spouse, if different than your current address (Street, city, and country if outside the U.S.)			State ZIP Code

b Former Spouse(s). Complete the following about your former spouse(s), use blank sheets if needed.

Full Name		Date of Birth	Place of Birth (Include country if outside the U.S.)		State
Country(ies) of Citizenship		Date Married	Place Married (Include country if outside the U.S.)		State
Check one, Then Give Date	Month/Day/Year	If Divorced, Where is the Record Located? City (Country)			State
<input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed				
Address of Former Spouse (Street, city, and country if outside the U.S.)			State	ZIP Code	Telephone Number ()

14 YOUR RELATIVES AND ASSOCIATES

Give the full name, correct code, and other requested information for each of your relatives and associates, living or dead, specified below.

- | | | | | |
|---------------------|--------------------------|-------------------|--------------------|--------------------------------------|
| 1 - Mother (first) | 5 - Foster parent | 9 - Sister | 13 - Half-sister | 17 - Other Relative* |
| 2 - Father (second) | 6 - Child (adopted also) | 10 - Stepbrother | 14 - Father-in-law | 18 - Associate* |
| 3 - Stepmother | 7 - Stepchild | 11 - Stepsister | 15 - Mother-in-law | 19 - Adult Currently Living With You |
| 4 - Stepfather | 8 - Brother | 12 - Half-brother | 16 - Guardian | |

*Code 17 (Other Relative) - include only foreign national relatives not listed in 1 - 16 with whom you or your spouse are bound by affection, obligation, or close and continuing contact. Code 18 (Associates) - include only foreign national associates with whom you or your spouse are bound by affection, obligation, or close and continuing contact.

[illegible]

Enter your Social Security Number before going to the next page.

15 CITIZENSHIP OF YOUR RELATIVES AND ASSOCIATES

If your mother, father, sister, brother, child, or current spouse or person with whom you have a spouse-like relationship is a U.S. citizen by other than birth, or an alien residing in the U.S., provide the nature of the individual's relationship to you (Spouse, Spouse-like, Mother, etc.), and the individual's name and date of birth on the first line (this information is needed to pair it accurately with information in items 13 and 14).

On the second line, provide the individual's naturalization certificate or alien registration number and use one of the document codes below to identify proof of citizenship status. Provide additional information on that line as requested.

- 1 - Naturalization Certificate: Provide the date issued and the location where the person was naturalized (Court, City and State).
- 2 - Citizenship Certificate: Provide the date and location issued (City and State).
- 3 - Alien Registration: Provide the date and place where the person entered the U.S. (City and State).
- 4 - Other: Provide an explanation in the "Additional Information" block.

#1	Association	Name	Date of Birth (Month/Day/Year)
	Certificate/Registration #	Document Code	Additional Information
#2	Association	Name	Date of Birth (Month/Day/Year)
	Certificate/Registration #	Document Code	Additional Information

16 YOUR MILITARY HISTORY

- a** Have you served in the United States military?
b Have you served in the United States Merchant Marine?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

List all of your military service below, including service in Reserve, National Guard, and U.S. Merchant Marine. Start with the most recent period of service (#1) and work backward. If you had a break in service, each separate period should be listed.

•Code. Use one of the codes listed below to identify your branch of service:

1 - Air Force 2 - Army 3 - Navy 4 - Marine Corps 5 - Coast Guard 6 - Merchant Marine 7 - National Guard

•O/E. Mark "O" block for Officer or "E" block for Enlisted.

•Status. "X" the appropriate block for the status of your service during the time that you served. If your service was in the National Guard, do not use an "X"; use the two-letter code for the state to mark the block.

•Country. If your service was with other than the U.S. Armed Forces, identify the country for which you served.

Month/Year	Month/Year	Code	Service/Certificate #	Status				Country		
				O	E	Active	Active Reserve		Inactive Reserve	National Guard (State)
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
To				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

17 YOUR FOREIGN ACTIVITIES

- a** Do you have any foreign property, business connections, or financial interests?
b Are you now or have you ever been employed by or acted as a consultant for a foreign government, firm, or agency?
c Have you ever had any contact with a foreign government, its establishments (embassies or consulates), or its representatives, whether inside or outside the U.S., other than on official U.S. Government business? (Does not include routine visa applications and border crossing contacts.)
d In the last 7 years, have you had an active passport that was issued by a foreign government?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a, b, c, or d above, explain in the space below: provide inclusive dates, names of firms and/or governments involved, and an explanation of your involvement.

Month/Year	Month/Year	Firm and/or Government	Explanation
To			
To			

18 FOREIGN COUNTRIES YOU HAVE VISITED

List foreign countries you have visited, except on travel under official Government orders, beginning with the most current (#1) and working back 7 years. (Travel as a dependent or contractor must be listed.)

•Use one of these codes to indicate the purpose of your visit: 1 - Business 2 - Pleasure 3 - Education 4 - Other

•Include short trips to Canada or Mexico. If you have lived near a border and have made short (one day or less) trips to the neighboring country, you do not need to list each trip. Instead, provide the time period, the code, the country, and a note ("Many Short Trips").

•Do not repeat travel covered in items 9, 10, or 11.

Month/Year	Month/Year	Code	Country	Month/Year	Month/Year	Code	Country
#1	To			#3	To		
#2	To			#4	To		

This concludes Part 1 of this form. If you have used Page 9, continuation sheets, or blank sheets to complete any of the questions in Part 1, give the number for those questions in the space to the right:

Enter your Social Security Number before going to the next page →

**QUESTIONNAIRE FOR
NATIONAL SECURITY POSITIONS**

Part 2

OFFICIAL
USE
ONLY

19 YOUR MILITARY RECORD

Have you ever received other than an honorable discharge from the military? If "Yes," provide the date of discharge and type of discharge below.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Month/Year

Type of Discharge

20 YOUR SELECTIVE SERVICE RECORD

a Are you a male born after December 31, 1959? If "No," go to 21. If "Yes," go to b.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b Have you registered with the Selective Service System? If "Yes," provide your registration number. If "No," show the reason for your legal exemption below.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Registration Number

Legal Exemption Explanation

21 YOUR MEDICAL RECORD

In the last 7 years, have you consulted with a mental health professional (psychiatrist, psychologist, counselor, etc.) or have you consulted with another health care provider about a mental health related condition?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes," provide the dates of treatment and the name and address of the therapist or doctor below, unless the consultation(s) involved only marital, family, or grief counseling, not related to violence by you.

Month/Year	Month/Year	Name/Address of Therapist or Doctor	State	ZIP Code
To				
To				

22 YOUR EMPLOYMENT RECORD

Has any of the following happened to you in the last 7 years? If "Yes," begin with the most recent occurrence and go backward, providing date fired, quit, or left, and other information requested.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Use the following codes and explain the reason your employment was ended:

1 - Fired from a job

3 - Left a job by mutual agreement following allegations of misconduct

5 - Left a job for other reasons

2 - Quit a job after being told
you'd be fired

4 - Left a job by mutual agreement following allegations of
unsatisfactory performance

under unfavorable circumstances

Month/Year	Code	Specify Reason	Employer's Name and Address (Include city/Country if outside U.S.)	State	ZIP Code

23 YOUR POLICE RECORD

For this item, report information regardless of whether the record in your case has been "sealed" or otherwise stricken from the court record. The single exception to this requirement is for certain convictions under the Federal Controlled Substances Act for which the court issued an expungement order under the authority of 21 U.S.C. 844 or 18 U.S.C. 3607.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a Have you ever been charged with or convicted of any felony offense? (Include those under Uniform Code of Military Justice)

b Have you ever been charged with or convicted of a firearms or explosives offense?

c Are there currently any charges pending against you for any criminal offense?

d Have you ever been charged with or convicted of any offense(s) related to alcohol or drugs?

e In the last 7 years, have you been subject to court martial or other disciplinary proceedings under the Uniform Code of Military Justice? (Include non-judicial, Captain's mast, etc.)

f In the last 7 years, have you been arrested for, charged with, or convicted of any offense(s) not listed in response to a, b, c, d, or e above? (Leave out traffic fines of less than \$150 unless the violation was alcohol or drug related.)

If you answered "Yes" to a, b, c, d, e, or f above, explain below. Under "Offense," do not list specific penalty codes, list the actual offense or violation (for example, arson, theft, etc.).

Month/Year	Offense	Action Taken	Law Enforcement Authority/Court (Include City and county/country if outside U.S.)	State	ZIP Code

Enter your Social Security Number before going to the next page →

24 YOUR USE OF ILLEGAL DRUGS AND DRUG ACTIVITY

The following questions pertain to the illegal use of drugs or drug activity. You are required to answer the questions fully and truthfully, and your failure to do so could be grounds for an adverse employment decision or action against you, but neither your truthful responses nor information derived from your responses will be used as evidence against you in any subsequent criminal proceeding.

- a** Since the age of 16 or in the last 7 years, whichever is shorter, have you illegally used any controlled substance, for example, marijuana, cocaine, crack cocaine, hashish, narcotics (opium, morphine, codeine, heroin, etc.), amphetamines, depressants (barbiturates, methaqualone, tranquilizers, etc.), hallucinogenics (LSD, PCP, etc.), or prescription drugs?
- b** Have you ever illegally used a controlled substance while employed as a law enforcement officer, prosecutor, or courtroom official; while possessing a security clearance; or while in a position directly and immediately affecting the public safety?
- c** In the last 7 years, have you been involved in the illegal purchase, manufacture, trafficking, production, transfer, shipping, receiving, or sale of any narcotic, depressant, stimulant, hallucinogen, or cannabis for your own intended profit or that of another?

Yes

No

☐☐☐☐☐☐

If you answered "Yes" to a or b above, provide the date(s), identify the controlled substance(s) and/or prescription drugs used, and the number of times each was used.

Month/Year	Month/Year	Controlled Substance/Prescription Drug Used	Number of Times Used
To			
To			

25 YOUR USE OF ALCOHOL

In the last 7 years, has your use of alcoholic beverages (such as liquor, beer, wine) resulted in any alcohol-related treatment or counseling (such as for alcohol abuse or alcoholism)?

Yes

No

☐☐

If you answered "Yes," provide the dates of treatment and the name and address of the counselor or doctor below. Do not repeat information reported in response to item 21 above.

Month/Year	Month/Year	Name/Address of Counselor or Doctor	State	ZIP Code
To				
To				

26 YOUR INVESTIGATIONS RECORD

- a** Has the United States Government ever investigated your background and/or granted you a security clearance? If "Yes," use the codes that follow to provide the requested information below. If "Yes," but you can't recall the investigating agency and/or the security clearance received, enter "Other" agency code or clearance code, as appropriate, and "Don't know" or "Don't recall" under the "Other Agency" heading, below. If your response is "No," or you don't know or can't recall if you were investigated and cleared, check the "No" box.

Yes

No

☐☐**Codes for Investigating Agency**

1 - Defense Department

2 - State Department

3 - Office of Personnel Management

4 - FBI

5 - Treasury Department

6 - Other (Specify)

Codes for Security Clearance Received

0 - Not Required

1 - Confidential

2 - Secret

3 - Top Secret

4 - Sensitive Compartmented Information

5 - Q

6 - L

7 - Other

Month/Year	Agency Code	Other Agency	Clearance Code	Month/Year	Agency Code	Other Agency	Clearance Code

- b** To your knowledge, have you ever had a clearance or access authorization denied, suspended, or revoked, or have you ever been debarred from government employment? If "Yes," give date of action and agency. Note: An administrative downgrade or termination of a security clearance is not a revocation.

Yes

No

☐☐

Month/Year	Department or Agency Taking Action	Month/Year	Department or Agency Taking Action

27 YOUR FINANCIAL RECORD

- a** In the last 7 years, have you filed a petition under any chapter of the bankruptcy code (to include Chapter 13)?
- b** In the last 7 years, have you had your wages garnished or had any property repossessed for any reason?
- c** In the last 7 years, have you had a lien placed against your property for failing to pay taxes or other debts?
- d** In the last 7 years, have you had any judgments against you that have not been paid?

Yes

No

☐☐☐☐☐☐☐☐

If you answered "Yes" to a, b, c, or d, provide the information requested below:

Month/Year	Type of Action	Amount	Name Action Occurred Under	Name/Address of Court or Agency Handling Case	State	ZIP Code

Enter your Social Security Number before going to the next page →

28 YOUR FINANCIAL DELINQUENCIES	Yes	No
a In the last 7 years, have you been over 180 days delinquent on any debt(s)?	<input type="checkbox"/>	<input type="checkbox"/>
b Are you currently over 90 days delinquent on any debt(s)?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, provide the information requested below:

Incurred Month/Year	Satisfied Month/Year	Amount	Type of Loan or Obligation and Account Number	Name/Address of Creditor or Obligor	State	ZIP Code

29 PUBLIC RECORD CIVIL COURT ACTIONS	Yes	No
In the last 7 years, have you been a party to any public record civil court actions not listed elsewhere on this form?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes," provide the information about the public record civil court action requested below.

Month/Year	Nature of Action	Result of Action	Name of Parties Involved	Court (Include City and county/country if outside U.S.)	State	ZIP Code

30 YOUR ASSOCIATION RECORD	Yes	No
a Have you ever been an officer or a member or made a contribution to an organization dedicated to the violent overthrow of the United States Government and which engages in illegal activities to that end, knowing that the organization engages in such activities with the specific intent to further such activities?	<input type="checkbox"/>	<input type="checkbox"/>
b Have you ever knowingly engaged in any acts or activities designed to overthrow the United States Government by force?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to a or b, explain in the space below.

Continuation Space

Use the continuation sheet(s) (SF86A) for additional answers to items 9, 10, and 11. Use the space below to continue answers to all other items and any information you would like to add. If more space is needed than is provided below, use a blank sheet(s) of paper. Start each sheet with your name and Social Security Number. Before each answer, identify the number of the item.

After completing Parts 1 and 2 of this form and any attachments, you should review your answers to all questions to make sure the form is complete and accurate, and then sign and date the following certification and sign and date the release on Page 10.

Certification That My Answers Are True

My statements on this form, and any attachments to it, are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both. (See section 1001 of title 18, United States Code).

Signature (Sign in ink)	Date

Enter your Social Security Number before going to the next page →

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

I Authorize any investigator, special agent, or other duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, credit bureaus, consumer reporting agencies, collection agencies, retail business establishments, or other sources of information. This information may include, but is not limited to, my academic, residential, achievement, performance, attendance, disciplinary, employment history, criminal history record information, and financial and credit information. I authorize the Federal agency conducting my investigation to disclose the record of my background investigation to the requesting agency for the purpose of making a determination of suitability or eligibility for a security clearance.

I Understand that, for financial or lending institutions, medical institutions, hospitals, health care professionals, and other sources of information, a separate specific release will be needed, and I may be contacted for such a release at a later date. Where a separate release is requested for information relating to mental health treatment or counseling, the release will contain a list of the specific questions, relevant to the job description, which the doctor or therapist will be asked.

I Further Authorize any investigator, special agent, or other duly accredited representative of the U.S. Office of Personnel Management, the Federal Bureau of Investigation, the Department of Defense, the Defense Investigative Service, and any other authorized Federal agency, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for access to classified information and/or for assignment to, or retention in a sensitive National Security position, in accordance with 5 U.S.C. 9101. I understand that I may request a copy of such records as may be available to me under the law.

I Authorize custodians of records and sources of information pertaining to me to release such information upon request of the investigator, special agent, or other duly accredited representative of any Federal agency authorized above regardless of any previous agreement to the contrary.

I Understand that the information released by records custodians and sources of information is for official use by the Federal Government only for the purposes provided in this Standard Form 86, and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with the Federal Government, whichever is sooner. Read, sign and date the release on the next page if you answered "Yes" to question 21.

Signature (Sign in ink)	Full Name (Type or Print Legibly)		Date Signed
Other Names Used			Social Security Number
Current Address (Street, City)	State	ZIP Code	Home Telephone Number (Include Area Code) ()

UNITED STATES OF AMERICA

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Carefully read this authorization to release information about you, then sign and date it in ink.

Instructions for Completing this Release

This is a release for the investigator to ask your health practitioner(s) the three questions below concerning your mental health consultations. Your signature will allow the practitioner(s) to answer only these questions.

I am seeking assignment to or retention in a position with the Federal government which requires access to classified national security information or special nuclear information or material. As part of the clearance process, **I hereby authorize** the investigator, special agent, or duly accredited representative of the authorized Federal agency conducting my background investigation, to obtain the following information relating to my mental health consultations:

Does the person under investigation have a condition or treatment that could impair his/her judgment or reliability, particularly in the context of safeguarding classified national security information or special nuclear information or material?

If so, please describe the nature of the condition and the extent and duration of the impairment or treatment.

What is the prognosis?

I understand the information released pursuant to this release is for use by the Federal Government only for purposes provided in the Standard Form 86 and that it may be redisclosed by the Government only as authorized by law.

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for 1 year from the date signed or upon termination of my affiliation with the Federal Government, whichever is sooner.

Signature (<i>Sign in ink</i>)	Full Name (<i>Type or Print Legibly</i>)		Date Signed
Other Names Used			Social Security Number
Current Address (<i>Street, City</i>)	State	ZIP Code	Home Telephone Number (<i>Include Area Code</i>) ()

DJMS-08-D-0015

Attachment 3

Report Forms

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

FISCAL YEAR: _____

DISTRICT NAME : _____

REPORT DATE: _____

DISTRICT NUMBER: _____

<u>LEGAL (non LEO)</u>	<u>DETECTED</u>	<u>STORED</u>	<u>RETURNED</u>	<u>ILLEGAL</u>	<u>CONFISCATED</u>	<u>INCIDENT RPT</u>	<u>ARREST RPT</u>
GUNS				GUNS			
KNIVES				KNIVES			
				EXPLOSIVES			
				DRUGS			
OTHER				OTHER			
TOTAL				TOTAL			

<u>PROHIBITED</u>	<u>DETECTED</u>	<u>STORED</u>	<u>RETURNED</u>	<u>CSO HOURS</u>	<u>TYPE INCIDENT</u>	<u>TOTAL/MONTH</u>
Cell Phones				Criminal Court		
Computers				Civil Court		
Recorders				Tax Court		
Pagers				Bankrupcy		
Cameras				Travel		
Stun guns				Other		
OC Spray						
Other						
TOTAL				TOTAL HRS.	TOTAL	

REMARKS:

LEAD CSO/SITE SUPERVISOR

USMS JSI/COTR SIGNATURE

DATE SUBMITTED

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

ARREST	To deprive a person of his/her liberty by legal authority. Seizure of an alleged or suspected offender to answer for a crime. Arrests or any custodial interrogation though not technically an "arrest" must be based on probable cause. To be actionable in the event that such seizure is improper or unlawful, there must be an intent on the part of the arresting officer or agent to bring the suspect into custody. The seizure or detention must be understood by the person being arrested that he/she is under arrest.
DETAINMENT	To keep from proceeding; to delay; to keep in custody, retain or withhold.
SEIZURE	The act of forcibly dispossessing an owner of property under actual or apparent authority of law. Also, the taking of property into custody of the court in satisfaction of a judgement or in consequence of a violation of public law.
RESTRICTIONS	To hold with limits.
DETECTION	The act of detecting or the fact of being detected.
INCIDENT	An occurrence or event that interrupts normal procedure or precipitates a crisis. Reporting an incident on the Court Facility Monthly Statistical Summary means that you must also submit a copy of the corresponding Court Facility Incident Report (CSO form 003) to the Judicial Security Division (JSD), Office of Court Security (OCS), Operations Support Branch (OSB). ALL COURT FACILITY INCIDENT REPORTS MUST BE FORWARDED TO OCS – OSB WITHIN 24-HOURS AFTER THE INCIDENT OCCURS.
CONTRABAND	Any property or possession, the transportation of which is ILLEGAL . For instance, narcotic drugs, firearms, etc. When contraband is discovered on a court visitor, detain the subject and immediately call a DUSM to the scene. Prepare a Court Facility Incident Report (CSO Form 003) to describe the situation. The report must address who, what, where, when and how.
WEAPON	Any instrument capable of producing death or serious bodily injury. An instrument may be intrinsically deadly (e.g. knife, pistol, rifle) or deadly because of the way it is used or the force with which it is used (e.g., wrench, hammer, stick).
LEGAL	Authorized by or based on law. Enforced or recognized by law. Created by law.
ILLEGAL	Forbidden by law or by official rules.
PROHIBITED ITEM	Any item listed as prohibited in the court facility by order of the Chief Judge or the U.S. Marshal.
ABANDONMENT	Knowing relinquishment of one's right or claim to property without any future intent to again gain title or possession. Relinquishment or surrender of rights or property by one person to another. Intent to abandon and the act by which the intention is carried out. A finder of the property not legally abandoned must make reasonable efforts to restore it to the true owner and must relinquish it to him/her upon demand.
KNIFE	A cutting instrument having a sharp blade with a handle.
GUN	Any device, whether apparent or disguised, capable of firing an explosive charge used as a propellant for a projectile.
CONFISCATE	To take private property without just compensation. To transfer property from a private use to a public use. To appropriate private property as a result of a criminal conviction or because the possession was itself, a crime.
WEAPONS OFFENSE	Violations of statutes or regulations that control weapons.

COURT FACILITY MONTHLY STATISTICAL SUMMARY REPORT

LEGAL (non L.E.O)	This refers to legally carried weapons. DO NOT include Law Enforcement Officer (LEO) weapons in this category. (Varies by state.)
DETECTED, STORED, AND RETURNED	Self explanatory. The quantity of "STORED" and "RETURNED" weapons should match. If they do not, you should immediately make inquiries to determine why they don't match.
ILLEGAL	Use these blocks to identify CONTRABAND carried by persons who are NOT legally authorized to possess or transport it. (Varies by state.) When contraband is discovered, immediately detain the person(s) involved, call a DUSM to the scene, prepare a Court Facility Incident Report, and include the report on the Court Facility Statistical Summary report. Provide name and date of birth of perpetrator.
COURT FACILITY INCIDENT REPORT	Use this field to report the quantity of Court Facility Incident Reports prepared during the reporting period. Any time there is an ILLEGAL item confiscated from a court visitor there should be a corresponding incident and/or arrest report. Copies of Incident and/or arrest reports must be sent to JSD/OCS-OSB with 24-hours after the incident occurs. Be sure to include copies of Incident Reports with the monthly Court Facility Statistical Summary report submission.
ARREST REPORT	Use this field to report the quantity of arrest reports prepared as a result of a violation of the building security regulations. Arrest reports will be prepared by a DUSM. A copy of the Arrest Report(s) should be sent with the Court Facility Statistical Summary Report and sent to JSD/OCS-OSB.
PROHIBITED ITEM	This field contains a list of some but not all items that may be prohibited in the court facility. If other non-identified items are detected and stored, you may identify them in the vacant spaces at the bottom of the list. Be sure to verify that the number of items stored matches the number of items returned. If they do not match, you must immediately make inquiries to determine why they don't match.
CSO HOURS	Number of hours charged during the reporting period by Court Security Officers in performing their duties in the categories listed.
TYPE OF INCIDENT	Use this field to report the quantity of Court Facility Incident Reports for the type of incidents listed. (e.g., 2 Bomb Threats, 7 Assaults, etc.)

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	2. DATE OF INCIDENT	3. REPORTED BY (Please print):
4. ARREST/DETENTION <input type="checkbox"/> YES <input type="checkbox"/> NO	5. REPORTING DISTRICT	6. LOCATION OF INCIDENT <div style="display: flex; justify-content: space-between;">CityState</div>
7. TYPE OF INCIDENT (Check Applicable Box) <div style="display: flex; flex-wrap: wrap; padding: 5px;"> <div style="width: 25%;"><input type="checkbox"/> Bomb Threat</div> <div style="width: 25%;"><input type="checkbox"/> Assault</div> <div style="width: 25%;"><input type="checkbox"/> Forced Entry</div> <div style="width: 25%;"><input type="checkbox"/> Medical Emergency</div> <div style="width: 25%;"><input type="checkbox"/> Disruptive Person</div> <div style="width: 25%;"><input type="checkbox"/> Illegal Weapon</div> <div style="width: 25%;"><input type="checkbox"/> Contraband</div> <div style="width: 25%;"><input type="checkbox"/> Shooting</div> <div style="width: 25%;"><input type="checkbox"/> Other (Describe) _____</div> </div>		
8. CHECK APPLICABLE BOX <div style="display: flex; justify-content: space-around; padding: 5px;"> <input type="checkbox"/> INITIAL REPORT <input type="checkbox"/> FOLLOW-UP REPORT <input type="checkbox"/> ADDENDUM (Initial report dated, _____) </div>		
9. INCIDENT DESCRIPTION (Details should cover who, what, where, when and how.)		
10. REPORT PAGES REPORT CONTINUED ON _____ ATTACHED PAGE(S).		
I hereby certify that the information stated herein is true, complete and accurate to the best of my knowledge.		
11. SIGNATURE OF PREPARER <hr/> NAME <hr/> TITLE	12. DATE <hr/> 14. DATE	15. DISTRIBUTION DISTRICT COTR – 1 COPY

COURT FACILITY INCIDENT REPORT
(Continuation Sheet)

1. DATE OF REPORT	2. DATE OF INCIDENT	3. PAGE(s) _____ OF _____
INCIDENT DESCRIPTION <i>(Details should cover who, what, where, when and how.)</i>		

COURT FACILITY INCIDENT REPORT

1. DATE OF REPORT	State the date the report is being prepared.
2. DATE OF INCIDENT	Self explanatory.
3. REPORTED BY	Provide the name of person preparing the report.
4. ARREST/DETENTION	Check the box at the bottom of this section if anyone is detained for any length of time or arrested.
5. REPORTING DISTRICT	Indicate the name of the district preparing the report. Please annotate if different than where the incident occurred.
6. LOCATION OF INCIDENT	Indicate the city and state where the incident occurred.
7. TYPE OF INCIDENT	Check applicable box that best describes the type of incident. If "Other" is checked, give a one or two word description that best describes the incident.
8. CHECK APPLICABLE BOX	Indicate whether this is an initial report, a follow-up or an addendum to a previous report.
9. INCIDENT DESCRIPTION	<p>At a minimum, the report must address the following:</p> <p><i>WHO:</i> Provide the name(s) of the person(s) involved and their date of birth.</p> <p><i>WHAT:</i> Describe what happened in detail.</p> <p><i>WHERE:</i> Where did the incident happen? City, building, floor, room, etc.</p> <p><i>WHEN:</i> Date and time of the incident.</p> <p><i>HOW:</i> If not already covered in the "what" category, describe how the incident happened.</p> <p>All reports must be legible, complete, and accurate as possible. Explain the incident in detail, from the beginning to the end. Never end in the middle of the story.</p> <p>BE SURE THAT THE REPORT CAN BE READ BY SOMEONE OTHER THAN YOU.</p>
10. REPORT PAGES	If the narrative describing the incident is included on additional pages, write the number of pages attached. If contents of the report are sensitive in nature, each page should be marked "FOR OFFICIAL USE ONLY."
11. SIGNATURE OF PREPARER	Self explanatory.
12. DATE	Enter the date you signed this report.
13. APPROVED BY	<p>Indicate the name and title of the Contractor's official reviewing and approving official.</p> <p><i>NOTE:</i> The reviewing and approving official must be a supervisory representative.</p>
14. DATE	Enter the date the report was reviewed, approved, and signed by the contractor's supervisory representative.
15. DISTRIBUTION	Immediately forward a copy of this report as indicated.

COURT SECURITY OFFICER (CSO) TRAVEL AUTHORIZATION

1 VOUCHER

VOUCHER DATE

____/____/____

VOUCHER TYPE

- ☐ Original
☐ Reclaim

CONTRACTOR'S NAME

2. TRAVELER

NAME: _____
FIRST M LAST

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SSN: _____ DISTRICT LOCATION: _____

3. ITINERY

TRIP BEGINS ON:

(MM/DD/YY):

____/____/____

TRIP ENDS ON:

(MM/DD/YY)

____/____/____

4. ESTIMATED COST

Lodging and M&IE \$ _____

Transportation \$ _____

Other \$ _____

TOTAL \$ _____

5. PURPOSE OF TRAVEL

- ☐ CSO ORIENTATION (PHASE II) ☐ TEMPORARY POST ASSIGNMENT ☐ SPECIAL SECURITY ASSIGNMENT ☐ OTHER*

TRAVEL AUTHORIZATION: _____

* A written detailed justification is required.

TRAVEL CONDITIONS OR LIMITATIONS

MODE OF SUBSISTENCE
AUTHORIZED

8. PLANNED ITINERARY

MODE OF TRANSPORTATION AUTHORIZED:

- ☐ Use of common carrier transportation
☐ Use of a rental car
☐ Use of a Government furnished vehicle
☐ Use of a privately owned vehicle. Mileage rate authorized: \$ _____
Other (Use of any type of transportation method (i.e., train, bus) that does not exceed the cost of common carrier.)

NOTE: PER DIEM WILL
BE BASED ON LODGING
PLUS M&IE NOT TO
EXCEED GSA
LOCATION RATES.

(MM/DD/YY)

FROM: _____

TO: _____

TO: _____

TO: _____

TO: _____

YOU ARE AUTHORIZED TO TRAVEL AT GOVERNMENT EXPENSE IN ACCORDANCE WITH DEPARTMENT OF JUSTICE REGULATIONS UNDER THE CONDITIONS OUTLINED IN THIS AUTHORIZATION AS NECESSARY FOR THE CONDUCT OF BUSINESS RELATIVE TO THE APPLICABLE UNITED STATES MARSHALS SERVICE COURT SECURITY SERVICE CONTRACT.

9. CONTRACTOR'S REVIEWING AND APPROVING OFFICIAL

10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE'S APPROVAL

NAME (Print)

APPROVAL DATE

SIGNATURE

TITLE

NAME (Print)

APPROVAL DATE

SIGNATURE

TITLE

COURT SECURITY OFFICER (CSO) TRAVEL EXPENSE REIMBURSEMENT

1. TRAVELER IDENTIFICATION		3. APPROVALS	
NAME: _____ RESIDENCE: _____ CITY: _____ STATE: _____ ZIP: _____		Note: Falsification of an item in an expense account can result in a forfeiture of the claim (28 U.S.C. 2154) and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287.1 d 1001).	
DISTRICT ASSIGNMENT: _____			
2. ITINERARY TRIP BEGAN (MMDDYY) _____ TRIP ENDED (MMDDYY) _____ TRAVEL TIME: <input type="checkbox"/> Less than 12 hrs <input type="checkbox"/> Less than 24 hrs <input type="checkbox"/> More than 24 hrs PRIMARY DESTINATION: _____ TRANSPORTATION METHOD INDICATOR – HIGHEST CLASS OF TRAVEL <input type="checkbox"/> 1. COACH <input type="checkbox"/> 2. BUSINESS CLASS <input type="checkbox"/> 3. FIRST CLASS <input type="checkbox"/> 4. N/A REASON FOR UPGRADE (Required if Business or First Class is used.) <input type="checkbox"/> Coach not available <input type="checkbox"/> Cost Savings <input type="checkbox"/> Travel Greater than 14 hrs		TRAVELER DATE AND SIGN HERE I hereby certify that the travel undertaken in this reimbursement voucher is true and accurate to the best of my knowledge and that payment or credit has not been received by me. SUBMISSION DATE: _____ SIGNATURE: _____	
		CONTRACTOR'S APPROVING OFFICIAL DATE AND SIGN HERE I hereby certify that the travel undertaken in this reimbursement voucher has been reviewed and approved as necessary for the conduct of USMS contract business. PRINTED NAME: _____ SUBMISSION DATE: _____ SIGNATURE: _____	
		4. TRAVEL PURPOSE: _____	
		5. VOUCHER TYPE: <input type="checkbox"/> ORIGINAL <input type="checkbox"/> RECLAIM	
6. EXPENSE SUMMARY			
Cost for Air, Train, Bus, etc.		\$	
Car Rental and Gas		\$	
Privately Owned Vehicle (POV)/Mileage Total		\$	
Public Transportation – Temporary Post Assignment		\$	
Lodging		\$	
State/Local Lodging Taxes		\$	
Meals and Incidental Expenses		\$	
Parking		\$	
Other		\$	

Daily Expense Report Summary: Enter expenses in categories provided below. After completion, record the total for each category on page one in box six.

[illegible]

--	--	--	--	--	--	--	--

INSERT TOTALS (\$) FOR EACH COLUMN.

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION		DATE VOUCHER PREPARED		SCHEDULE NO.		
		CONTRACT NUMBER AND DATE		PAID BY		
		REQUISITION NUMBER AND DATE				
PAYEE'S NAME AND ADDRESS				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NO.		
				GOVERNMENT B/L NO.		
SHIPPED FROM		TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>		QUAN- TITY	UNIT COST PER	AMOUNT (1)

(Use continuation sheets) if necessary		(Payee must NOT use the space below)		TOTAL	
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES	
<input type="checkbox"/> PROVISIONAL		= \$	= \$1.00		
<input type="checkbox"/> COMPLETE		BY (2)			
<input type="checkbox"/> PARTIAL					
<input type="checkbox"/> FINAL				Amount verified; correct for	
<input type="checkbox"/> PROGRESS		TITLE		(Signature or initials)	
<input type="checkbox"/> ADVANCE					

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date		Authorized Certifying Officer (2)		(Title)	
ACCOUNTING CLASSIFICATION					
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)	
	CASH	DATE	PAYEE 3		
(1) When stated in foreign currency, state name of currency (2) If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his/her official title. (3) When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name as well as the capacity in which he/she signs, must appear. For example: John Doe Company, per John.			PER		
			TITLE		

PRIVACY ACT STATEMENT
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

Continuation Sheet for SF-1034

Standard Form 1034
Revised October 1987
Department of the Treasury
1 TFM 4-2000

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION

DATE VOUCHER PREPARED

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

**PAYEE'S
NAME
AND
ADDRESS**

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NO.

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NO.

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT		AMOUNT (1)
				COST	PER	

(Use continuation sheets) if necessary		(Payee must NOT use the space below)		TOTAL	
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES	
<input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		= \$	= \$1.00		
		BY (2)			
		TITLE		Amount verified; correct for	
				(Signature or initials)	

MEMORANDUM

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

Date

Authorized Certifying Officer (2)

(Title)

ACCOUNTING CLASSIFICATION

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE	
			PER	
			TITLE	

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

SF-1034
10/87
USMS 07/05

DJMS-08-D-0015

Attachment 4

Policies & Directives

[Directives Home Page](#) >> [Topics](#) >> [General Operations](#)

POLICY



USMS Directives

GENERAL OPERATIONS

2.1 Law Enforcement Response

LESS LETHAL DEVICES

- A. **PROGRAM RESPONSIBILITY:** U.S. Marshals Service Training Academy
- B. **PURPOSE:** This directive establishes policy, procedures and required training for United States Marshals Service (USMS) operational employees concerning the use and issuance of USMS authorized less than lethal devices. Court Security Officers are required to comply with the provisions of this directive in accordance with the contract.
- C. **AUTHORITY:** The Director's authority to supervise the USMS and issue written directives is set forth in 28 USC 561(g) and 28 CFR 0.111.
- D. **POLICY:** USMS operational employees are to use only authorized less than lethal devices, which their district/division managers may order them to carry, when necessary. Less than lethal devices may be used by authorized and trained personnel in accordance with the USMS directive Use of Force policies and procedures.
- E. **PROCEDURES:** The procedures establishing policy in this directive will pertain to all less than lethal devices. Procedures specific to a less than lethal device are documented in the individual device information cited in the Attachments:
1. **Authorized Devices:** Only the following less than lethal devices, issued or approved by the Training Academy, may be used:
 - a. Oleoresin Capsicum aerosols (OC sprays): Attachment A
 - b. Expandable Batons: Attachment B
 - c. Electronic Immobilization Devices (Stun guns): Attachment C
 - d. Electronic Restraint Devices (Stun Belt, Band-It): Attachment D
 - e. Projectile Stun Guns (PSG): Attachment E
 2. Items approved and authorized for use by the USMS Special Operations Group are established under guidance and approval of the Deputy Director.
 3. Substitutions will not be permitted without the Training Academy's and district management's written approval.
 4. **Carriage/Storage of Less Than Lethal Devices:**
 - a. Less than lethal devices must be concealed from the general public when and where appropriate (does not apply when wearing USMS duty uniform). A device should not be inspected or handled in public unless there is an operational purpose.
 - b. Less than lethal devices should not be routinely carried or used in restricted areas, i.e.,

cellblocks unless they are to be deployed for operational need.

- c. Less than lethal devices may be carried on commercial aircraft subject to restrictions set by the FAA or airline carrier.
- d. Each less than lethal device may have special storage requirements which are described in the individual device attachment.

5. **Use of Force Statement**

- a. The use of less than lethal devices is authorized in USMS directive Use of Force.
- b. Less than lethal devices will be used in compliance with respective policies and in a manner consistent with current training procedures.
- c. Less than lethal devices will not be used to harass, taunt or abuse a subject or in a manner inconsistent with training and deployment protocols.
- d. Less than lethal devices may be used on an active resistant subject in situations where verbal commands or persuasion are not or would not be effective and the subject's actions demonstrate that physical control by the operational employee is not or would not be effective.
- e. All operational personnel are advised that implementation of less than lethal devices in deadly force situations is not recommended and less than lethal devices should not be substituted for a firearm.
- f. Less than lethal devices may be used against animals when they pose a danger to law enforcement officials or the public.

6. **Training**

- a. All operational recruits must successfully complete the Training Academy approved course of instruction during basic training to be qualified to carry less than lethal devices.
- b. All operational employees are required to be certified and trained annually on a minimum of one of the following less than lethal devices: OC spray, expandable baton or projectile stun gun. **Operational employees may be allowed to be certified and trained in additional less than lethal devices. Management may direct specified personnel to be certified and trained in additional less than lethal devices.** All operational employees are encouraged to be certified and trained annually on every less than lethal device in the District or Division.
- c. Initial training and annual retraining for less than lethal devices will be conducted by a USMS certified instructor and will be documented by the district/division office (see USMS Annual Retraining directive). Documentation of training serves as the authorization to possess, carry, and utilize less than lethal devices as assigned. If an employee is unable to demonstrate the necessary proficiency with a less than lethal device, the instructor will conduct and document remedial training necessary to attain certification before the employee is authorized to carry the device.
- d. Training and carriage of less than lethal devices by District Security Officers (Personal Service Guards) must be in accordance with USMS directive, Use of Personal Services Contracts for Guards.
- e. Court Security Officers' use of less than lethal devices must comply with the CSO contract.
- f. District Security Officers' (Personal Service Guards) use of less than lethal devices must be in compliance with USMS directive, Use of Personal Services Contracts for

Guards.

7. **Requirements After Use of Less Than Lethal Devices:** Once a subject and scene have been controlled and properly secured, operational employees who use a less than lethal device must take the following steps:
- a. Provide medical attention to anyone who is obviously injured, alleges an injury or requests medical attention as soon as possible.
 - b. Report the incident to their immediate supervisor as soon as possible.
 - c. Photograph, and/or videotape marks or injuries on the subject resulting from the device. (A measuring tape, ruler or other acceptable item that can note the size, location, etc. of the injury or mark should be used.) If the marks or alleged injuries to be documented are on a private portion of the subject's body, USMS personnel will ensure privacy before the documentation is recorded. All pertinent information will be kept with the incident documentation (Form USM-133) in a secure file.
 - d. Complete Form USM-133, Use of Force Report, attach the following documents and submit to the Office of Internal Investigations within 24 hours:
 - (1) Photographs and/or video documentation.
 - (2) *Less Than Lethal Device Qualification Record* for each device used.
 - (a) USM 333-OC, Oleoresin Capsicum
 - (b) USM 333-B, Expandable Baton Qualification Record/ Authorization to Carry
 - (c) USM 333-PSG, Projectile Stun Gun Record/ Authorization to Carry
 - (d) USM 333-EID, Electronic Immobilization Device
 - (e) USM 333-ERD, Electronic Restraint Device
 - (3) Fill out an USM-130, Prisoner Custody Alert Notice and send it to the appropriate detention facility if a subject has been injured and/or received medical attention.
 - e. Any serious injury or death possibly associated with the activation of a less than lethal device must be reported in accordance to USMS directive, Significant Incidents Reporting.
8. **Technical Malfunctions**
- a. If a less than lethal device or associated equipment or attachments malfunction, the operational employee will prepare a Form USM-210, Field Report.
 - b. The report should describe the problem, circumstances, and brand, model and serial number of the device. A copy of the USM-210 should be sent to the Assistant Director for Training. It is not necessary to send the faulty device to the Training Academy unless requested (defective equipment will generally be returned to the vendor for examination).
 - c. No alterations or modifications shall be made to a less than lethal device without written approval of the Assistant Director for Training. Repairs of less than lethal devices must be completed in accordance with the manufacturer's warranty. Contact the USMS Training Academy for further information.

F. RESPONSIBILITIES

1. Training Academy

- a. To provide necessary basic training of operational employees to use less than lethal devices.
- b. To provide advanced training of operational employees to be Less Than Lethal Instructors.
- c. To compile data on technical and product failures during agency deployment.
- d. To promote training programs and policies consistent with current law enforcement trends.

2. Operational Employees

- a. All new trainees must successfully complete the Training Academy-approved course of instruction for each less than lethal device during basic training to be qualified to carry less than lethal devices.
- b. Current operational employees must have completed a course of instruction as approved by the Assistant Director for Training and be qualified with at least one of the following less than lethal devices: OC spray, expandable baton, projectile stun gun.
- c. Operational employees will deploy, activate, and provide medical treatment and document less than lethal device usage in a manner consistent with training procedures and USMS directive Use of Force.
- d. Each operational employee will participate and successfully complete annual retraining as established by the USMS Training Academy to maintain certification with the less than lethal device(s) chosen by the employee or as directed by management.

3. Less Than Lethal Instructor

- a. All operational employees selected to be "Less Than Lethal Instructors" will successfully complete the USMS Less Than Lethal Instructor Training Program (LLITP) and be certified by the Assistant Director for Training.
- b. Less Than Lethal Instructors can only conduct training and annual recertification for devices in which the Instructor Certification has been granted by the Training Academy.
- c. Less Than Lethal Instructors will maintain instructor certification by conducting initial training, annual retraining and additional training as approved by the Assistant Director for Training.
- d. Less Than Lethal Instructors will examine operational employees' less than lethal devices during training. Defective or damaged equipment will be brought to the attention of District/Division management.

4. District/Division Management

- a. Will ensure that all operational employees successfully complete initial and annual retraining to maintain current certification to carry each less than lethal device or, at district/division management discretion, a minimum of OC spray or expandable baton or projectile stun gun. District/Division management may direct specified personnel to be certified and trained in specific devices.
- b. Will ensure training is conducted as outlined in the USMS Annual Retraining directive.
- c. Will ensure annual retraining is recorded on respective Qualification Records. The forms will be maintained in the appropriate district/division files.

- d. Less than lethal electronic control devices are classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms (See Appendix A to USMS directive, *Management of Personal Property* and USMS directive, *Firearms*).
- e. Will sign the Less Than Lethal Instructor's appropriate qualification record after the instructor conducts annual retraining for district/division personnel.
- f. Will replace operational employees' defective less than lethal devices out of work plan funds. Replacement should be based on a demonstrated need by the Less Than Lethal Instructor.
- g. May order operational personnel to carry a less than lethal device.

G. DEFINITIONS

- 1. **Operational Employees:** Employees assigned to the 1811, 082 or 1802 job series, or a U.S. Marshal.
- 2. **Less Than Lethal Device:** An authorized device that is intended to be used to effectively control a subject, but is not expected to cause serious injury or death.
- 3. **Subject(s):** Any person who comes into contact with operational employees while in performance of their duties (i.e., prisoners, fugitives, protestors, suspects, defendants, plaintiffs, and the public in general).
- 4. **Less Than Lethal Instructor:** A USMS operational employee trained and certified by the Training Academy as an instructor for one or more USMS approved less than lethal devices.
- 5. **Oleoresin Capsicum:** An inflammatory agent that occurs naturally in various plants. When transferred to a canister by a manufacturing process and used as a less than lethal device, it may cause respiratory inflammation consisting of coughing, shortness of breath and a gagging sensation. It causes severe twitching to involuntary closing of the eyes. It causes slight to acute burning sensation and redness of the skin.
- 6. **Oleoresin Capsicum Instructor:** An operational employee certified and authorized to instruct operational employees in the use of oleoresin capsicum and as authorized by the USMS Training Academy.
- 7. **Expandable Baton:** Three stage steel baton with hardened shafts that extend and lock by friction or a cam system. They possess a reinforced textured hard rubber or metal tip with a firm foam or rubber grip handle. The baton is designed to disrupt a subject's noncompliance by means of striking or penetrating large muscle groups, pressure points or close quarters contact areas sufficient to cause pain, immobilization, distraction or displacement of balance to gain compliance.
- 8. **Expandable Baton Instructor:** An operational employee certified and authorized to instruct operational employees in the use of the expandable baton and as authorized by the Training Academy.
- 9. **Electronic Immobilization Device (EID):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
- 10. **EID Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic immobilization devices and as authorized by the Training Academy.
- 11. **Electronic Restraint Devices (ERD):** Equipment that emits an electrical charge in order to subdue a violent person. The package is attached to the subject and is activated by remote control device, which for eight seconds delivers 50,000 volts, which may disorient, temporarily

immobilize and stun a subject without causing permanent injury.

12. **ERD Instructor:** An operational employee certified and authorized to instruct operational employees in the use of electronic restraint devices and as authorized by the Training Academy.
13. **Projectile Stun Gun (PSG):** Weapons designed to disrupt a subject's central nervous system by means of deploying battery powered electrical energy through projectiles sufficient to cause uncontrolled muscle contractions and override a subject's voluntary motor responses.
14. **PSG Instructor:** An operational employee certified and authorized to instruct operational employees in the use of projectile stun guns and as authorized by the Training Academy.
15. **Annual Retraining:** Mandatory annual training as outlined by the Assistant Director for Training. The training is conducted by a certified Less Than Lethal Instructor or a USMS instructor certified to instruct in specific devices (USM 333-B, USM 333-OC, USM 333-PSG, USM 333-EID, USM 333-ERD)

Attachments

Attachment A**Oleoresin Capsicum (OC)**

- A. POLICY:** Oleoresin Capsicum may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the Oleoresin Capsicum in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of Oleoresin Capsicum are not permitted without the written approval of the Assistant Director for Training and district management.
 2. **Carriage of Oleoresin Capsicum**
 - a. Certified operational personnel are encouraged to carry Oleoresin Capsicum while on duty.
 - b. When carrying Oleoresin Capsicum, it will be secured in an authorized holster.
 - c. Oleoresin Capsicum containers weighing 4.0 ounces or less may be placed in checked baggage inside an approved container according to FAA travel regulations. [49 CFR 175.10]
 3. **Storage/Security**
 - a. When not in actual personal custody, Oleoresin Capsicum must be stored in an appropriate locked container (safe, vault, weapons locker, etc.) to prevent loss, theft or unauthorized use of U.S. Marshals Service issued equipment.
 - b. When Oleoresin Capsicum is not being carried, it will be stored in a controlled area in the approved holster, or in a manner to prevent unintentional discharge.
 - c. Oleoresin Capsicum should not be stored in a motor vehicle or any area where extremely high or low temperatures are likely to occur.
 4. **Deployment Protocols**
 - a. OC Spray will be carried, deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. Oleoresin Capsicum will not be knowingly deployed near sparks or flames to avoid flammability type injuries to the subject or others in close proximity.
 5. The following topics are covered in policy directive, *Less Than Lethal Devices*:
 - a. Training
 - b. Use of Force Statement
 - c. Requirements After Use of Less Than Lethal Devices
 - d. Technical Malfunctions

- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment B**Expandable Baton**

- A. POLICY:** The expandable baton may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the expandable baton models and attachments in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of expandable batons and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 2. **Carriage of expandable baton:** Certified operational personnel are encouraged to carry the expandable baton while on duty.
 3. **Deployment Protocols**
 - a. The expandable baton will be carried and deployed in a manner consistent with current training procedures as established by the USMS Training Academy.
 - b. The expandable baton will be deployed using only the strikes necessary to control and secure a resistant subject.
 - c. Operational personnel using the expandable baton will take reasonable measures to avoid strikes to the following areas unless deadly force is necessary:
 - (1) Head/Face
 - (2) Neck
 - (3) Spinal Column
 - (4) Solar Plexus
 - (5) Kidneys
 - (6) Groin
 - (7) Joints
 4. The following topics are covered in USMS directive, Less Lethal Devices:
 - a. Training

- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment C**Electronic Immobilization Device, (EID)**

i.e., Ultron II and XR 5000 Stun guns

- A. **POLICY:** Electronic Immobilization Devices (EID) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.
- B. **PROCEDURES**
 - 1. **Authorized Devices**
 - a. Only the EID models and holsters in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of EIDs or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - 2. **Carriage of EID**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the EID.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the EID may be deployed by a certified EID operator. At the first available opportunity, the EID operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
 - c. The EID may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the EID, it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - 3. **Storage/Security**
 - a. When not in actual personal custody, the EID must be stored in an appropriate locked container (safe, vault, weapons locker, etc.).
 - b. When the EID is in an operational status, it will be carried in an approved holster.

4. Deployment Protocols

- a. The EID will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The EID will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The EID will not be knowingly activated near flammable materials, liquids or fumes due to the potential for explosion. The EID will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The EID user will take all reasonable measures to avoid intentional discharge of the EID to the following areas:
 - (1) Head/Face
 - (2) Neck
 - (3) Groin
 - (4) Female Breast
 - (5) Subject weighing less than 80 pounds

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions

Attachment D

Electronic Restraint Device, (ERD)
i.e., REACT (Stun Belt) and (Band-It System)

A. POLICY: Electronic Restraint Devices (ERD) may be used by authorized and trained operational personnel in accordance with the USMS directive Use of Force policies and procedures.

B. PROCEDURES

1. Authorized Devices

- a. Only the ERD models in USMS inventory are authorized provided they were approved

in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, *Authorized Less-Than-Lethal Devices*.)

- b. Substitutions of ERDs are not permitted without the written approval of the Assistant Director for Training and district management.

2. **Carriage of ERD**

- a. Certified operational personnel will first obtain verbal approval from district/division management to deploy the ERD.
- b. In emergency situations where prior district/division management approval cannot be obtained, the ERD may be deployed by a certified ERD operator. At the first available opportunity, the ERD operator will notify district/division management of the deployment to include the specific circumstances that necessitated the deployment.
- c. The ERD may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as enforcement operations, high threat trials, protective details, or as management deems appropriate.

3. **Storage/Security**

- a. When not in actual personal custody, the ERD must be stored in an appropriate locked container (safe, vault, weapons locker, etc.). The unit battery will be replaced every two years and its usage recorded on the USMS StunBelt Charger/Battery Replacement Log.
- b. When the ERD is in an operational status, it will be placed on the subject in a manner consistent with current training procedures.

4. **Deployment Protocols**

- a. The ERD will be deployed and activated in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The ERD will be activated using only the number of cycles necessary to control and secure a resistant subject.
- c. The ERD will not be knowingly activated near flammable materials, liquids or fumes due to the potential for combustion. The ERD will not be knowingly activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in proximity.
- d. The ERD user will take all reasonable measures to avoid activation of the ERD on prisoners known to have the following medical conditions:
 - (1) Pregnancy
 - (2) Heart Disease
 - (3) Multiple sclerosis, muscular dystrophy, epilepsy, or
 - (4) Any other medical condition known to pose a risk to the prisoner.

5. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. *Training*
- b. *Use of Force Statement*
- c. *Requirements After Use of Less Than Lethal Devices*

- d. Technical Malfunctions
 - e. Training Academy Responsibilities
 - f. Operational Employees Responsibilities
 - g. Less than Lethal Instructors Responsibilities
 - h. District/Division Management Responsibilities
 - i. Definitions
-

Attachment E**Projectile Stun Guns**

- A. POLICY:** Projectile Stun Guns (P.S.G.) may be used by authorized and trained personnel according to the USMS directive Use of Force policies and procedures.
- B. PROCEDURES**
1. **Authorized Devices**
 - a. Only the P.S.G. models, cartridges, holsters and accessories in USMS inventory are authorized provided they were approved in writing by the Assistant Director for Training or issued by the Training Academy. (See Training Academy link, Authorized Less-Than-Lethal Devices.)
 - b. Substitutions of P.S.G., cartridges or holsters and attachments are not permitted without the written approval of the Assistant Director for Training and district management.
 - c. The P.S.G. is classified as accountable property and shall be inventoried, accounted for, and hand-receipted in the same manner as firearms. (See USMS directive Management of Personal Property, **Appendix A** and USMS directive, Firearms.)
 2. **Training**
 - a. The only approved P.S.G. certification programs are those established by the USMS Training Academy or an approved vendor sponsored P.S.G. course as approved by the Assistant Director for Training
 - b. Districts/divisions that possess a P.S.G., will request training from the Training Academy for a district P.S.G. Instructor. Managers must ensure that all operational employees designated to carry and deploy the P.S.G. device are trained and certified.
 3. **Carriage of P.S.G.**
 - a. Certified operational personnel will first obtain verbal approval from district/division management to carry/deploy the P.S.G.
 - b. In emergency situations where prior district/division management approval cannot be obtained, the P.S.G. may be deployed by a certified P.S.G. operator. At the first available opportunity, the P.S.G. operator will notify district/division management of the deployment, to include the specific circumstances that necessitated the deployment.
 - c. The P.S.G. may be assigned for extended periods at district/division management's discretion via USMS hand receipt for operational situations such as task force operations, high threat trials, protective details, or as management deems appropriate.
 - d. When carrying the P.S.G., it will be secured in an authorized holster and not located on the same side as the duty weapon.
 - e. District Security Officers (personal service guards) are not authorized to utilize P.S.G. while employed by the USMS.
 4. **Storage/Security**
 - a. When not in actual personal custody, the P.S.G. must be stored in an appropriate locked container (safe, vault, weapons locker, etc.), with the cartridge removed and the safety engaged.

- b. When the P.S.G. is in an operational status, it will be worn in the approved holster or stored in a locked controlled area in the approved holster with cartridge attached.
- c. The P.S.G. can be stored in a motor vehicle in a secured locked storage container that is affixed to the vehicle.

5. **Deployment Protocols**

- a. The P.S.G. will be deployed and activated by cartridge discharge or "drive stun" in a manner consistent with current training procedures as established by the USMS Training Academy.
- b. The P.S.G. will be deployed using the minimum number of cycles to control and secure a resistant subject.
- c. The P.S.G. should not be deployed against a subject if the subject is located in a position (i.e., roof, top of stairway) where it is clear that, if struck by the P.S.G.'s projectile, the subject will fall a substantial distance which is likely to cause serious bodily injury or death to the subject.
- d. **The P.S.G. will not be knowingly deployed or activated on a subject who has already been sprayed with OC Spray (alcohol based) to avoid flammability type injury to the subject or others in close proximity or who are otherwise in close proximity to any combustible material.**
- e. The P.S.G. user must not aim for the subject's head, face, neck or groin.

6. **Post Activation Requirements:** In addition to the elements listed in USMS directive, *Less Lethal Devices*.

a. **Medical Considerations**

- (1) Operational employees are authorized to remove probes from subjects following the training protocols and blood borne pathogen precautions.
- (2) Seek medical care from a Medical Doctor, Physician's Assistant, EMT or other qualified medical provider for removal of probes located in the face, neck, breasts or groin or other area where standard removal protocol by operational employees would not be feasible.

b. **Reporting Requirements**

- (1) Collect the cartridge components including the cartridge, probes (bodily fluids precautions taken) and wires.
 - (a) All items will be collected only when the scene is safe and secured. Blood Borne Pathogens Precautions must be utilized. If items cannot be retrieved, document the circumstances in the USM-133, Use of Force Report.
 - (b) Items that are retrieved will be placed in an evidence container, documented on a USM-102, Seized Property and Evidence Control Form and tagged using the *Evidence* label, USM-8. This evidence will be secured in the designated storage location until the Office of Internal Investigations clears it for disposal.
- (2) **Data Port Download:** The activated P.S.G. will be removed from duty until data discharge history is downloaded to a computer system and a report is generated for submission with the USM-133, Use of Force Report. In exigent circumstances (i.e., emergency situation or rural area where the system for down load of information is not reasonably available) the device may remain deployed for the duration of the

mission, but no longer than necessary. District management must be notified immediately.

- (3) Complete Form USM-133, Use of Force Report, and attach the following documents and submit to the Office of Internal Investigations within 24 hours:

- (a) Data Port Download Report
- (b) USM-102, Seized Property and Evidence Control
- (c) Photographs and/or video documentation
- (d) USM-333-PSG, Projectile Stun Gun Qualification Record

- (4) Any serious injury or death possibly associated with the activation of the P.S.G. must be reported following the USMS directive, Significant Incidents Reporting. Until all computerized data is downloaded from the P.S.G. and approval is obtained from Office of General Counsel, the unit will not be turned over to an authorized investigative agency.

7. The following topics are covered in USMS directive, *Less Lethal Devices*:

- a. Training
- b. Use of Force Statement
- c. Requirements After Use of Less Than Lethal Devices
- d. Technical Malfunctions
- e. Training Academy Responsibilities
- f. Operational Employees Responsibilities
- g. Less than Lethal Instructors Responsibilities
- h. District/Division Management Responsibilities
- i. Definitions