

**DEPARTMENT OF HOMELAND SECURITY (DHS)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**

STATEMENT OF WORK

I. Armed Transportation Services

Transportation service shall include the following:

- A. The Service Provider shall furnish suitable vehicles in good condition, approved by the ICE, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
- B. The Service Provider shall furnish vehicles equipped with interior security features (such as, but not limited to door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats) and be in accordance with ICE Performance Based National Detention Standards (PBNDS) including physical separation of detainees from guards.
- C. All transportation shall be accomplished in the most economical manner.
- D. All transportation Officers shall be armed in the performance of these duties.
- E. The Service Provider shall establish a fully operational communication system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the Contracting Officer's Technical Representative (COTR) shall be provided with current status of all vehicles and post assignment employees.
- F. Failure on the Service Provider's part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance. (see Attachment D - Performance Requirements Summary)

II. ICE Physical Plant (Infrastructure) Requirements

- A. ICE Office Space – The Service Provider agrees to provide office space for Enforcement and Removal Office (ERO) staff at the Theo Lacy facility within existing structures. Office space at the James A. Musick Facility will be provided for ERO staff within new modular structures which will be installed for the Office of the Principal Legal Advisor (OPLA) and Executive Office for Immigration Review (EOIR) space.

The Service Provider shall refer to ICE Design Standards (see Attachment B) for specific office and workstation sizes and specific furnishing requirements for a 472 and 366 bed facility respectively. The Standards include but are not limited to the following:

1. A total of 17 offices and 27 workstations as outlined below (respectively)

ERO Orange County Space Requirements

Table of Space Requirements

	Theo Lacy	Musick
	472 Beds	366 Beds
	Quantity Number	Quantity Number
Assistant Field Office Director	0	0
Supervisory Detention and Deportation Officers	1	0
Deportation Officers	1	1
Supervisory Immigration Enforcement Agents	6	5
Immigration Enforcement Agents	1	1
Detention and Removal Assistants	5	5
Mission Support Specialist	6	5
Management and Program Analyst COTR Office Assistant	1	0
Supervisory Detention Deportation Assistant	1	0
Receptionist/ Admin Assistant	1	0
Staffing Assistant	1	0
Mail & File Clerk	1	0
Processing Stations	0	0
JPADS	0	0
Totals	27	17

- a. File rooms (see Standards for size and quantity)
- b. Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- c. Employee break rooms (see Standards for size and quantity)
- d. IT computer support rooms must be provided through out ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for PHS, EOIR and ICE office area.
- e. Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

- B. OPLA Space to be located in new modular facilities at the James A. Musick Facility:
The Standards include but are not limited to the following:
 - 1. (1) Deputy Chief Counsel
 - 2. (7) Assistant Chief Counsel (ACC)(2.3/Courtroom)
 - 3. (3) Legal Technicians (*1 per 3 ACCs*)
 - 4. (1) Mail/File Clerk

- C. EOIR Space to be located in new modular facilities at the James A. Musick Facility: The Standards include but are not limited to the following:
 - 1. (3) Court Rooms
 - 2. (3) Judges
 - 3. (10) Administrative Staff
 - 4. (1) Mail/File Clerk

- D. Health Services Space: Health Services to be provided by Orange County Health Care Agency personnel as set forth in Attachment I;

Healthcare Services Design Standards shall be in accordance with American Correctional Association requirements when provided by the Service Provider.

- E. ICE Processing Area to be located in new modular facilities at the James A. Musick Facility:
 - 1. Processing area shall be designed to process male detainees as required in high frequency rates and varying numbers, i.e., up to 50 detainees at one time.
 - 2. Processing area shall be in compliance with the ICE Hold Room Standard and ICE Performance Based National Detention Standards.

- F. Furniture – All furniture and case goods (modular cubical, shelving, drawers, etc.) shall be furnished by the Service Provider in accordance with ICE Design Guide and specifications as required in accordance with the ICE Design Standards.

- G. ICE IT Equipment - ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the Service Provider in accordance with the Structured Cable Plant Standard (see Attachment C).

NOTE: ICE IT system must be a complete, independent and physically separate system from the Service Provider’s IT system. The system shall serve all operational components: ICE, OPLA, and DIHS.

III. Detainee Work Program

- A. Detainee labor shall be used in accordance with the detainee work plan developed by the Service Provider, and will be in accordance with the ICE Performance Based National Detention Standards on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the Agreement and must comply with all applicable laws and regulations.
- B. Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space shall be the responsibility of the Service Provider.
- C. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.
- D. The Service Provider shall supply sufficient staff to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.
- E. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

IV. Training

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COTR receives written certification from the Service Provider.

- A. General Training Requirements
 - 1. All employees must have the training described in the ACA Standards and in this section. Any remuneration (pay) due Service Provider employees in accordance with Department of Labor regulations for any training time is the responsibility of the Service Provider. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

2. All new Officers and Custody staff will receive 54 hours of basic training, not to include firearms, if applicable, and 40 hours of on-the-job training prior to entering on duty. The Service Provider's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Officer, at all times during this latter 40-hour period, must accompany the Officers and Custody staff. The Service Provider's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.
3. In addition, after completion of the first 94 hours of training, the Service Provider has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the Officer and Custody staff will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills. Training site shall be provided by the Service Provider at no cost to the Government.

B. Basic Training Subjects

1. Employees shall complete the following list of basic training subjects with content applicable to their assigned position. The course title is followed by the estimated hours of training for that subject.
 - a. In-service Orientation/Social Diversity 2 HRS
 - b. Counseling Techniques/Suicide Prevention 2 HRS
 - c. Conduct/Duties/Ethics and Courtroom Demeanor 2 HRS
 - d. Bomb Defense and Threats 1 HR
 - e. Telephone Communications/Radio Procedures 1 HR
 - f. Fire and other Emergency Procedures 2 HRS
 - g. Treatment and Supervision of Detainees 2 HRS
 - h. ICE Use of Force Policy 2 HRS
 - i. Security Methods/Key Control/Count 1 HR
 - j. Procedures/Observational Techniques 4 HRS
 - k. EEO/Sexual Harassment 2 HRS
 - l. Detainee Escort Techniques 1 HR
 - m. ICE Paperwork/Report Writing 2 HRS
 - n. Detainee Searches/Detainee Personal Property 4 HRS
 - o. Property/Contraband 2 HRS
 - p. Detainee Rules and Regulations 2 HRS
 - q. First Aid* 4 HRS

r. Cardiopulmonary Resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS
u. Use of Restraints	6 HRS
v. Firearm Training	**
w. Sexual Abuse/Assault Prevention & Intervention*	2 HRS
x. ICE Performance Based National Detention Standards	2 HRS

** Critical Training Subjects*

*** Firearm Training for Required Armed Detention Services in accordance with State licensing requirements. Service Provider shall certify proficiency every quarter.*

C. Refresher Training

1. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
2. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COTR.
3. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

D. On-the-Job Training - After completion of the minimum of 54 hours basic training, all Officers and Custody staff shall receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

1. Authority of supervisors and organizational code of conduct.
2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.
5. Disturbance Control Team training.

E. Training During Initial 60 Day Period - The Service Provider shall provide an additional 40 hours of training for Officers and Custody staff within 60 days after completion of

first 94 hours of training. The Service Provider shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

F. Basic First Aid and CPR Training

All members of the Service Provider’s security staff shall be trained in basic first aid and CPR. They must have the ability to demonstrate:

1. Respond to emergency situations within four minutes.
2. Perform cardiopulmonary resuscitation (CPR).
3. Recognize warning signs of impending medical emergencies.
4. Know how to obtain medical assistance.
5. Recognize signs and symptoms of mental illness.
6. Administer medication.
7. Know the universal precautions for protection against blood-borne diseases.

G. Supervisory Training

1. All new Supervisory Officers assigned to perform work under this Agreement shall successfully complete a minimum of 40 hours of formal supervisory training provided by the Service Provider prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

- | | |
|---|-------|
| a. Techniques for issuing written and verbal orders | 2 HRS |
| b. Uniform clothing and grooming standards | 1 HR |
| c. Security Post Inspection procedures | 2 HRS |
| d. Employee motivation | 1 HR |
| e. Scheduling and overtime controls | 2 HRS |
| f. Managerial public relations | 4 HRS |
| g. Supervision of detainees | 4 HRS |
| h. Other County policies | 4 HRS |

Additional classes are at the discretion of the Service Provider with the approval of the COTR.

2. The Service Provider shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

H. Proficiency Testing - The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COTR shall approve the questions before the Service Provider can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider shall provide the COTR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the Agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this Agreement.

I. Certified Instructors - Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

J. Training Documentation

1. The Service Provider shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.
2. The Service Provider shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

V. Establish and Maintain Program for Prevention of Sexual Abuse/Assault

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees.

VI. Business Permits and Licenses

The Service Provider must obtain all required permits and licenses by the date of Agreement award. Throughout the term of this Agreement, the Service Provider shall maintain current permits/business licenses and make copies available for Government Inspection. The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

VII. Firearms / Body Armor:

The Service Provider shall comply with their Firearms and Body Armor Policy and comply with all applicable federal, state, and local laws.

VIII. Federal Government Quality Assurance

A. The Government’s Quality Assurance Program (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The QASP procedures recognize that the Service Provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.

B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider’s operations and after completion of the tasks.

C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.

D. The COTR may check the Service Provider’s performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services and the total payment due.

F. FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the invoice shall reflect the Agreement’s reduced value resulting from the failure to perform required services. (See Attachment D - Performance Requirements Summary)

END OF DOCUMENT
