

Company Name:  
Northrop Grumman Mission Systems

Contract Number:  
GS-35F-4506G (GS35F4506G)

Order Number:  
HSCEOP-05-J-00094 (HSCEOP05J00094)

Requisition/Reference Number:  
DRO-05-RQ0207 (DRO05RQ0207)

Latest Modification Processed:  
P00010

Period of Performance:  
4/19/2005 through 4/18/2008

Services Provided:  
Operation of the Centralized Tracking Initiative (CENTIX).

**ORDER SUPPLIES OR SERVICES**

PAGE OF PAGES

1 5

**IMPORTANT: Mark all packages and papers with contract and/or order numbers**

1. DATE OF ORDER 04/19/2005		2. CONTRACT NO. (If any) GS-35F-4506G		6. SHIP TO:	
3. ORDER NO. HSCEOP-05-J-00094		4. REQUISITION/REFERENCE NO. DRO-05-RQ0207		a. NAME OF CONSIGNEE Immigration and Customs Enforcement	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536				b. STREET ADDRESS Detention and Removal Office Attn: James S. Schindler 801 I Street NW, Suite 800	
				c. CITY Washington	e. ZIP CODE 20536
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 12011 SUNSET HILLS ROAD				REFERENCE YOUR:	
				<input checked="" type="checkbox"/> b. DELIVERY	
d. CITY RESTON				e. STATE VA	
				f. ZIP CODE 201903404	
9. ACCOUNTING AND APPROPRIATIONS DATA				10. REQUISITIONING OFFICE Immigration and Customs Enforcement	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L/NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
13. PLACE OF				See Schedule	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

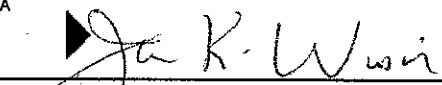
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.

**17. SCHEDULE (See reverse for Rejections)**

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 542131161 DUNS Number: 064683464 The period of performance for the base period is April 19, 2005 to April 18, 2006.  This is a Time and Materials Labor-hour Continued ...					

(b)(2)

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Dallas Finance Center						\$620,628.40
b. STREET ADDRESS (or P.O. Box) P.O. Box 561567 Attn: Bolton/Sheffield						
c. CITY Dallas		d. STATE TX	e. ZIP CODE 75356-1567			\$620,628.40

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Jan K. Wisor TITLE CONTRACTING/ORDERING OFFICER		
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NSN 7540-01-152-8083

PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev 6/95)

Prescribed by GSA/FAR (48 CFR) 53.213(e)

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER      CONTRACT NO.  
04/19/2005      GS-35F-4506G

ORDER NO.  
HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	contract. Accounting Info: [REDACTED] [REDACTED] \$620,628.40 [REDACTED]				(b)(2)	
0001	PROGRAM MANAGER Hourly Labor rate: [REDACTED]					
0002	MANAGEMENT ANALYST Hourly labor rate: [REDACTED]					
0003	WEBSITE IT SPECIALIST Hourly labor rate: [REDACTED]					
0004	FINANCIAL MANAGEMENT ANALYST Hourly labor rate: [REDACTED]				(b)(4)	
0005	TRAVEL AUTHORIZER Hourly labor rate: [REDACTED]					
0006	TRAVEL COORDINATOR Hourly labor rate: [REDACTED]					
	The estimated cost for the base year is \$620,628.40.					
1001	Program Manager Hourly Labor rate: [REDACTED] The period of performance for Option Year 1 is April 19, 2006 to April 18, 2007.					
1002	Management Analyst Hourly labor rate: [REDACTED]					
1003	Website IT Specialist Hourly labor rate: [REDACTED]				(b)(4)	
1004	Financial Management Analyst Hourly Labor rate: [REDACTED]					
1005	Travel Authorizer Hourly Labor rate: [REDACTED]					
	Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER: 04/19/2005  
CONTRACT NO.: GS-35F-4506G

ORDER NO.: HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated cost for Option Year 1 is \$646,064.40					
2001	Program Manager Hourly Labor rate: [REDACTED] The period of performance for Option Year two is April 19, 2007 to April 18, 2008					
2002	Management Analyst Hourly Labor rate: [REDACTED]					
2003	Website IT Specialist Hourly Labor rate: [REDACTED]					
2004	Financial Management Analyst Hourly labor rate: [REDACTED]					
2005	Travel Authorizer Hourly labor rate: [REDACTED]					
2006	Travel Coordinator Hourly Labor rate: [REDACTED]  The estimated cost for Option Year 2 is \$669,689.60				(b)(4)	
3001	Program Manager Hourly Labor rate: [REDACTED] The period of performance for Option Year 3 is April 19, 2008 to April 18, 2009.					
3002	Management Analyst Hourly Labor rate: [REDACTED]					
3003	Website IT Specialist Hourly labor rate: [REDACTED] Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/19/2005  
CONTRACT NO. GS-35F-4506G

ORDER NO.  
HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
3004	Financial Management Analyst Hourly labor rate: [REDACTED]					
3005	Travel Authorizer Hourly labor rate: [REDACTED]  The estimated cost for Option Year 1 is \$646,064.40					
3006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated cost for Option Year 3 is \$702,875.20.					
4001	Program Manager Hourly labor rate: [REDACTED] The period of performance for Option Year 4 is April 19, 2009 to April 18, 2010.					
4002	Management Analyst Hourly labor rate: [REDACTED]			(b)(4)		
4003	Website IT Specialist Hourly labor rate: [REDACTED]					
4004	Financial Management Specialist Hourly labor rate: [REDACTED]					
4005	Travel Authorizer Hourly labor rate: [REDACTED]					
4006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated total amount of the contract is \$3,369,788.80.  Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/19/2005 CONTRACT NO. GS-35F-4506G

ORDER NO. HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The contractor shall submit original copy of the invoice to the COTR and one copy to the Contracts Specialist, Patricia Espinoza. The COTR's address is Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street NW, Suite 800, Washington, DC 20536. The address for the Contracts Specialist is Department of Homeland Security, Headquarters Procurement, 425 I Street NW, Room 2208, Washington, DC 20536.</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(h))

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-05-RQ0207

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							FINAL \$620,628.40

(b)(2)

**DESCRIPTION**

Immigration & Customs Enforcement awards this Time and Materials delivery order contract under GSA schedule number GS-35F-4506G for a base year with four (4) one-year options. The labor category rates are fixed-price with the hours estimated. The total estimated value of the 5-year contract is \$3,369,788.80.

## 1. Contracting Officer (CO)

Mrs. Jan K. Wisor  
HQPRO, Room 2208  
425 I Street, N.W.  
Washington, DC 20536  
Telephone: (202) 305-  
Fax: (202) 616-2414  
Jan.K.Wisor@dhs.gov

## 2. Contract Specialist

Patricia Espinoza  
HQPRO, Room 2208  
425 I Street, N.W.  
Washington, DC 20536  
Telephone: (202) 514-  
Fax: (202) 616-7876  
E-Mail: Patricia.Espinoza@dhs.gov

(b)(2)

## 3. Contracting Officer's Technical Representative (COTR)

Mr. James S. Schindler  
801 I Street NW, Suite 800  
Washington, DC 20536  
Telephone: (202) 307-  
Fax: (202) 353-8410  
E-Mail: James.S.Schindler@dhs.gov

3. The following Homeland Security Acquisition Regulation (HSAR) clause is included.

**HSAR 48 CFR 3052.242-72 Contracting Officer's Technical Representative (COTR)  
(DEC 2003)**

- (a) Mr. James S. Schindler of the Office of Detention and Removal is hereby designated to act as the Contracting Officer's Technical Representatives (COTR) respectively on 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.

(End of Clause)

4. The following Federal Acquisition Regulation clause is included

**52.217-8 Option to Extend Services.**

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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 \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

**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 before the expiration of the base period or option renewal periods; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days 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 sixty (60) months.

(End of clause)

5. Invoicing Procedures: The Contractor shall submit original invoices by the 10<sup>th</sup> working day following the end of each month directly to the **Primary COTR** for verification. When requested by the COTR, Contractor timesheets shall be delivered to the COTR/Program Manager for review. The Contractor shall notify the COTR in writing when 75% of the funds have been expended. Expenditures by the Contractor beyond the ceiling may not be reimbursed. The Government is not required to notify the Contractor that the Government does not intend to renew or extend the Contract. The COTR will forward the verified invoice to the Procurement Office for certification for payment. The Contractor shall track the costs associated with each task listed in the Statement of Work. Each invoice shall include the following: Task Order number, funds expended during the reporting period per task, applicable accounting and appropriation code, cumulative funds expended per task and funds remaining on each task. Other information required per task includes employee name, labor category, hours expended, cumulative hours expended and projected total hours for each individual working on this task. A

summary sheet to include all tasks combined shall provide the funds expended during the reporting period, cumulative funds expended, total funds remaining on the Task Order, employee names, labor categories, hours expended, cumulative hours expended, and projected total hours for each individual working on this task.

6. This base period of performance from 04/19/2005-04/18/2006 of this Delivery Order is fully funded in the amount of \$620,628.40.

7. The total amount of funds obligated on this Delivery Order to date is \$620,628.40.

8. The Total Estimated Value of this Delivery Order is \$3,369,788.80.

9. The Contractor's proposal, dated February 17, 2005, is incorporated by reference.

**ACCOUNTING & APPROPRIATION DATA**

Requisition Number: DRO-05-RQ0207

<u>CLINS #</u>	<u>Description</u>	<u>Amount</u>
0001 - 0006	Technical & Logistical Support	\$620,628.40

(b)(2)

Northrop Grumman DMS RFQ Pricing

**Attachment 2**

OFFEROR NAME: Northrop Grumman Mission Systems

Base Year

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
0001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 81.00	\$ 81.00		1920	
0002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 61.95	\$ 61.95		2000	
0003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 102.74	\$ 102.74		1000	
0004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 61.95	\$ 61.95		1000	
0005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 39.85	\$ 39.85		2000	
0006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 34.87	\$ 34.87		4000	
	Total Base Year	14					11920	\$ 620,628.40 ✓

(b)(4)

## Attachment 2

OFFEROR NAME: Northrop Grumman Mission Systems

Option Year 1

Option Year 1

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
1001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 84.32	\$ 84.32		1920	
1002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 64.49	\$ 64.49		2000	
1003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 106.95	\$ 106.95		1000	
1004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 64.49	\$ 64.49		1000	
1005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 41.48	\$ 41.48		2000	
1006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 36.30	\$ 36.30		4000	
Total Option Year 1		14					11920	\$ 646,064.40 ✓

(b)(4)

## Attachment 2

OFFEROR NAME: Northrop Grumman Mission Systems

Option Year 2

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
2001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 87.64	\$ 87.64		1920	
2002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 67.03	\$ 67.03		2000	
2003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 111.17	\$ 111.17		1000	
2004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 67.03	\$ 67.03		1000	
2005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 43.11	\$ 43.11		2000	
2006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 37.73	\$ 37.73		4000	
Total Option Year 2		14					11920	\$ 669,689.60 ✓

(b)(4)

## Attachment 2

OFFEROR NAME: Northrop Grumman Mission Systems

Option Year 3

Option Year 3

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
3001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 91.10	\$ 91.10		1920	
3002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 69.67	\$ 69.67		2000	
3003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 115.55	\$ 115.55		1000	
3004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 69.67	\$ 69.67		1000	
3005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 44.81	\$ 44.81		2000	
3006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 39.22	\$ 39.22		4000	
	<b>Total Option Year 3</b>	<b>14</b>					<b>11920</b>	<b>\$702,875.20</b>

(b)(4)

## Attachment 2

OFFEROR NAME: Northrop Grumman Mission Systems

Option Year 4

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
4001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 94.68	\$ 94.68		1920	
4002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 72.41	\$ 72.41		2000	
4003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 120.10	\$ 120.10		1000	
4004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 72.41	\$ 72.41		1000	
4005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 46.58	\$ 46.58		2000	
4006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 40.77	\$ 40.77		4000	
	<b>Total Option Year 4</b>	<b>14</b>					<b>11920</b>	<b>\$730,531.20</b> ✓

(b)(4)

## Attachment 2

OFFEROR NAME: Northrop Grumman Mission Systems  
 Summary Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	GSA Schedule Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Hours	Total
0001	Program Manager	Management Staff NGC-2303 - Level 4 : Government Site							
0002	Management Analyst	Technical Staff NGC-2504 - Level 5 : Government Site							
0003	Website IT Specialist	Consultant Staff NGC-2200 - Level 1 : Government Site							
0004	Financial Management Analyst	Technical Staff NGC-2504 - Level 5 : Government Site							
0005	Travel Authorizers	Administrative Staff NGC-2004 - Level 5 : Government Site							
0006	Travel Coordinators	Administrative Staff NGC-2003 - Level 4 : Government Site							
	<b>Total</b>		\$ 620,628.40	\$ 646,064.40	\$ 669,689.60	\$ 702,875.20	\$ 730,531.20	59,600	\$ 3,369,788.80

(b)(4)



Northrop Grumman DMS RFQ Pricing

**Attachment 2**

OFFEROR NAME: Northrop Grumman Mission Systems

Base Year

Using GSA Schedule GS-35F-4506G

CLIN	Labor Category Schedule Reference	Proposal FTE's	GSA Schedule Labor Category	Estimated Schedule Rate	Contractor Schedule Rate	ICE Discount Rate	Hours	Total
0001	Program Manager	1	Management Staff NGC-2303 - Level 4 : Government Site	\$ 81.00	\$ 81.00		1920	
0002	Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 61.95	\$ 61.95		2000	
0003	Website IT Specialist	1	Consultant Staff NGC-2200 - Level 1 : Government Site	\$ 102.74	\$ 102.74		1000	
0004	Financial Management Analyst	1	Technical Staff NGC-2504 - Level 5 : Government Site	\$ 61.95	\$ 61.95		1000	
0005	Travel Authorizers	2	Administrative Staff NGC-2004 - Level 5 : Government Site	\$ 39.85	\$ 39.85		2000	
0006	Travel Coordinators	8	Administrative Staff NGC-2003 - Level 4 : Government Site	\$ 34.87	\$ 34.87		4000	
	<b>Total Base Year</b>	<b>14</b>					<b>11920</b>	<b>\$ 620,628.40</b>

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 05/19/2005		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		6. CODE ICE		7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404			9A. AMENDMENT OF SOLICITATION NO. (X)		
9B. DATED (SEE ITEM 11)			10A. MODIFICATION OF CONTRACT ORDER NO. GS-35F-4506G HSCBOE-05-J-00094		
10B. DATED (SEE ITEM 13) 04/19/2005			11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		
12. ACCOUNTING AND APPROPRIATION DATA (If required.)		13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By multiplying items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)	
(a)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

Tax ID Number: 542131161  
 DUNS Number: 06468464  
 The period of performance for the base period is April 19, 2005 to April 18, 2006.

This is a Labor-hour contract.  
 The purpose of this modification is to correct the following items of the contract.

- At attachment A, part 6, the statement is corrected to read "The period of performance for the base year is April 19, 2005 to April 18, 2006".

2. At Attachment A, part 5: The statement is corrected to read, "The Contractor shall  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, are hereby changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael H. Hayes, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTING OFFICER'S SIGNATURE <i>[Signature]</i>		16B. UNITED STATES OF AMERICA <i>[Signature]</i>	
15C. DATE SIGNED 6/22/05		16C. DATE SIGNED 6/3/05	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00001

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NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>notify the COTR in writing when 75% of the funds have been expended".</p> <p>3. Key personnel names and resumes have been included as part of the contract, as follows:</p> <p>Program Manager, [REDACTED]                      Management Analyst, [REDACTED]                      Website IT Specialist, [REDACTED]</p> <p>The funding under this contractual agreement remains as \$620,628.40.</p> <p>The ceiling under this contractual agreement remains at \$3,369,788.80.</p> <p>All other terms and conditions remain unchanged.</p> <p>The contractor shall submit original copy of the invoice to the COTR and one copy to the Contracts Specialist, Patricia Espinoza. The COTR's address is Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street NW, Suite 800, Washington, DC 20536                      The address for the Contracts Specialist is Department of Homeland Security, Headquarters Procurement, 425 I Street NW, Room 2208, Washington, DC 20536. For payment questions please contact customer service at (214) 915-6161.</p>				(b)(4)

**DESCRIPTION**

Immigration & Customs Enforcement awards this Time and Materials delivery order contract under GSA schedule number GS-35F-4506G for a base year with four (4) one-year options. The labor category rates are fixed-price with the hours estimated. The total estimated value of the 5-year contract is \$3,369,788.80.

## 1. Contracting Officer (CO)

Mrs. Jan K. Wisor  
HQPRO, Room 2208  
425 I Street, N.W.  
Washington, DC 20536  
Telephone: (202) 305-  
Fax: (202) 616-2414  
Jan.K.Wisor@dhs.gov

## 2. Contract Specialist

Patricia Espinoza  
HQPRO, Room 2208  
425 I Street, N.W.  
Washington, DC 20536  
Telephone: (202) 514-  
Fax: (202) 616-7876  
E-Mail: Patricia.Espinoza@dhs.gov

(b)(2)

## 3. Contracting Officer's Technical Representative (COTR)

Mr. James S. Schindler  
801 I Street NW, Suite 800  
Washington, DC 20536  
Telephone: (202) 307-  
Fax: (202) 353-8410  
E-Mail: James.S.Schindler@dhs.gov

## 3. The following Homeland Security Acquisition Regulation (HSAR) clause is included.

**HSAR 48 CFR 3052.242-72 Contracting Officer's Technical Representative (COTR)  
(DEC 2003)**

- (a) Mr. James S. Schindler of the Office of Detention and Removal is hereby designated to act as the Contracting Officer's Technical Representatives (COTR) respectively on 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.

(End of Clause)

4. The following Federal Acquisition Regulation clause is included

**52.217-8 Option to Extend Services.**

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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 \_\_\_\_\_ [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

**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 before the expiration of the base period or option renewal periods; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days 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 sixty (60) months.

(End of clause)

5. Invoicing Procedures: The Contractor shall submit original invoices by the 10<sup>th</sup> working day following the end of each month directly to the **Primary COTR** for verification. When requested by the COTR, Contractor timesheets shall be delivered to the COTR/Program Manager for review. The Contractor shall notify the COTR in writing when 75% of the funds have been expended. Expenditures by the Contractor beyond the ceiling may not be reimbursed. The Government is not required to notify the Contractor that the Government does not intend to renew or extend the Contract. The COTR will forward the verified invoice to the Procurement Office for certification for payment. The Contractor shall track the costs associated with each task listed in the Statement of Work. Each invoice shall include the following: Task Order number, funds expended during the reporting period per task, applicable accounting and appropriation code, cumulative funds expended per task and funds remaining on each task. Other information required per task includes employee name, labor category, hours expended, cumulative hours expended and projected total hours for each individual working on this task. A

summary sheet to include all tasks combined shall provide the funds expended during the reporting period, cumulative funds expended, total funds remaining on the Task Order, employee names, labor categories, hours expended, cumulative hours expended, and projected total hours for each individual working on this task.

6. This base period of performance from 04/19/2005-04/18/2006 of this Delivery Order is fully funded in the amount of \$620,628.40.
7. The total amount of funds obligated on this Delivery Order to date is \$620,628.40.
8. The Total Estimated Value of this Delivery Order is \$3,369,788.80.
9. The Contractor's proposal, dated February 17, 2005, is incorporated by reference.

**ACCOUNTING & APPROPRIATION DATA**

Requisition Number: DRO-05-RQ0207

<u>CLINS #</u>	<u>Description</u>	<u>Amount</u>
0001 - 0006	Technical & Logistical Support	
		\$620,628.40

(b)(2)

**DESCRIPTION**

Immigration & Customs Enforcement awards this Time and Materials delivery order contract under GSA schedule number GS-35F-4506G for a base year with four (4) one-year options. The labor category rates are fixed-price with the hours estimated. The total estimated value of the 5-year contract is \$3,369,788.80.

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5. Invoicing Procedures: The Contractor shall submit original invoices by the 10<sup>th</sup> working day following the end of each month directly to the **Primary COTR** for verification. When requested by the COTR, Contractor timesheets shall be delivered to the COTR/Program Manager for review. The Contractor shall notify the COTR in writing when 75% of the hours for each labor category have been expended. Expenditures by the Contractor beyond the ceiling may not be reimbursed. The Government is not required to notify the Contractor that the Government does not intend to renew or extend the Contract. The COTR will forward the verified invoice to the Procurement Office for certification for payment. The Contractor shall track the costs associated with each task listed in the Statement of Work. Each invoice shall include the following: Task Order number, funds expended during the reporting period per task, applicable accounting and appropriation code, cumulative funds expended per task and funds remaining on each task. Other information required per task includes employee name, labor category, hours expended, cumulative hours expended and projected total hours for each individual working on this task.



A summary sheet to include all tasks combined shall provide the funds expended during the reporting period, cumulative funds expended, total funds remaining on the Task Order, employee names, labor categories, hours expended, cumulative hours expended, and projected total hours for each individual working on this task.

- 6. This base period of performance from 05/01/2004-04/30/2005 of this Delivery Order is fully funded in the amount of \$620,628.40.
- 7. The total amount of funds obligated on this Delivery Order to date is \$620,628.40.
- 8. The Total Estimated Value of this Delivery Order is \$3,369,788.80.
- 9. The Contractor's proposal, dated February 17, 2005, is incorporated by reference.

**ACCOUNTING & APPROPRIATION DATA**

Requisition Number: DRO-05-RQ0207

<u>CLINS #</u>	<u>Description</u>	<u>Amount</u>
0001 - 0006	Technical & Logistical Support	\$620,628.40

(b)(2)

## **PERFORMANCE WORK STATEMENT**

U.S. Immigration and Customs Enforcement  
Office of Detention and Removal

Centralized Ticketing Support Services

### **SECTION 1: GENERAL INFORMATION**

#### **1. Background**

The Office of Detention and Removal (DRO) of Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS) is responsible for the removal of aliens who have been ordered removed from the United States.

The Centralized Ticketing Unit (CTU) of Operations Division (within DRO) is responsible for supporting the escorted and non-escorted removal operations conducted by DRO field organizations. This support consists of screening removal support requests (RSR), coordinating commercial travel arrangements, requesting country clearances and coordinating approved requests with the field office that is conducting the removal operation. These actions are specifically performed within CTU. Note: There is currently a DRO reorganization initiative while organizational structure may change the removal functions will continue to be centralized within the Operations Division.

In April 2003, the decision was made to conduct a business process reengineering effort to the existing removal process that utilizes commercial airline transportation. This change to the existing business process is referred to as the "Centralized Ticketing Initiative (CENTIX)." The end state for CENTIX is an integrated removal and transportation system using a configured e-travel system and will include an interface with charter and the Justice Prisoner and Alien Transportation System (JPATS).

Under the CENTIX initiative, field organizations shall continue to submit removal support requests but the procurement of airline tickets and travel funding for the escort and alien being deported shall be coordinated at the Headquarters Detention and Removal (HQ DRO) level via a single travel agent (Travel Management Center (TMC)). The field shall no longer make travel arrangements directly with local travel agents nor shall the funds for removal travel be held at the field level.

The CENTIX reengineering effort has two phases. The first is to centralize the removal process with a single travel management center. This phase includes a new business process and the application of automated tools to assist the contractors coordinating removal support requests. The second phase is to transition to a configured e-travel system. The Presidents Management Agenda requires that all federal agencies to include DHS move to an electronic e-

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Centralized Ticketing

travel system by FY06. The configured e-travel system will automate many of the manual processes required in the first phase of CENTIX.

By 1 October 2004, it is planned that all DRO Field Offices will have transitioned to the Phase One CENTIX process. There will be a single travel agent for removals conducted via commercial transportation thereby centralizing the travel arrangements, funding functions and reporting associated with the removal support process. The field will submit removal support requests via a travel agent's online web page and the request processed by the travel agent resulting in a commercial airline reservation. DRO will coordinate country clearance requests or notifications of removal (if required) via a cable processing system and coordinate appropriate approvals with field offices. When the request is approved, the reservation is ticketed and the field authorized to conduct the removal.

Once CENTIX Phase One has been accomplished and DHS selects an e-travel vendor, DRO will begin development of a configured e-travel platform (CENTIX Phase Two) to automate much of the manual processes previously developed.

Figure 1 illustrates the end state for CENTIX Phase 2.

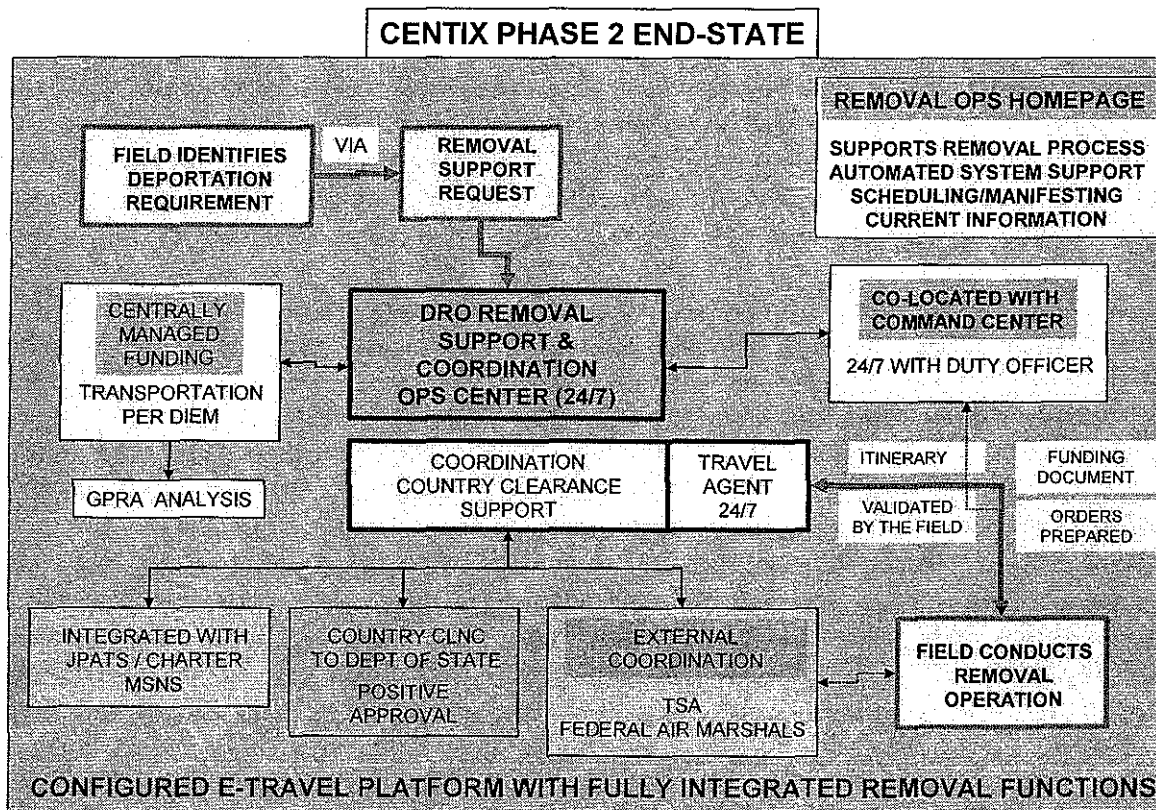


Figure 1

## 1.2. SCOPE:

### Scope

Under the centralized ticketing process there are escorted and non-escorted removals as well as other alien, escort and miscellaneous transportation requirements that are in support of/or related to the removal process.

**1.2.1 Escorted Removals** - Escorted removals (usually required for high threat and aliens with a criminal record) shall require transportation and usually lodging for escort officers as well as the transportation for the deported alien. A country clearance request via cable and positive response from all embassies of countries being entered or transited is required for the escorting officers because they are escorting the alien to a foreign country. There may be other logistic and security coordination that are required in support of this operation.

**1.2.2 Unescorted Removals** - Unescorted removals (non-criminal aliens) require that transportation be coordinated for the alien. A courtesy notification via cable may or may not be required. Although this type of removal is referred to as unescorted because the alien is leaving the U.S. in an unescorted status, there may be a requirement for an escort (with lodging arrangements) to the final U.S. departure location. Also, checks against ICE's databases are conducted to ensure that there are no factors that would otherwise require an escort.

**1.2.3 Other Transportation Requirements** - Other alien, escort and miscellaneous transportation requirements include but are not limited to the movement of juveniles, voluntary returns, diplomat transportation, charter mission staging for aliens and escort officers, retrograde of escorts and the movement of aliens because of detention (bed space) requirements and court hearings. These movements are usually within the U.S. and generally do not require a country clearance or notification cable. Many of these operations are conducted on short notice and the travel agent has an after hours phone number for 24 hour capability.

## 1.3 Definitions

**1.3.1. RSR** – removal support requests

**1.3.2 ER** – Escorted removal is to be a removal that requires escort officers to fly to or transit a foreign country to effect the removal thus requiring a country clearance cable and response prior to approval and ticketing.

**1.3.3 UR** – Unescorted Removal is the removal for an alien to leave the U.S. unescorted. A Notification of Removal (NOR) is normally required based on the country. There may be escort requirements associated with transporting the alien to the airport of departure.

**1.3.4 OT** – Other Transportation is the movement of aliens, juveniles, voluntary returns, diplomat transportation, charter mission staging for aliens and escort officers, retrograde of escorts and the movement of aliens because of detention requirements and court hearings. These

do not generally require a country clearance or notification cable. Many of these requests are of short notice and processed via an after hours procedure directly with the travel agent and require only post ticketing assignment of documentation.

**1.3.5 RO** – Removal Operations is the removal of a group of aliens, usually greater than five aliens plus escorts and may be conducted on a routine or scheduled basis. These larger scale movements may involve JPATS and charter missions or require specific coordination with an airline because of the number of seats. These requests may be processed in bulk via a manifest or single request with multiple names.

**1.3.6 Routine** – Refers to a mission that does not have any extraordinary requirements such as Special medical or custody requirements or additional coordination with American Embassies and or Department of State.

#### **1.4 Workload Requirements**

DRO field offices are capable of conducting 2000 unescorted removals and 1000 escorted removals per month during surge operations. Other transportation requirements vary based on operations and can be estimated at 500 per month in a surge mode. This capability is dependant upon funding and constrained by personnel and staffing limitations such as overtime caps. Future initiatives such as outsourcing additional contract escorts may increase capability during surge operations.

For contractor planning purposes the following workload planning factors are provided based on a 20 workday month and 8 hours per day.

Unescorted removals: 2000

Escorted removals: 1000

Other transportation requirements (e.g. diplomats, and other individuals requiring tickets via centralized ticketing): 500

#### **1.5 Removal Process Time Requirements**

The total estimated average time requirements to process a removal is estimated as follows:

- Escorted Removal (ER): 45 minutes.
- Unescorted Removal (UR): 15 minutes. (This may be significantly less (1 minute each) if group tickets are reserved by the travel agent and no notification is required).
- Other Transportation (OT): 15 minutes (This may be significantly less (1 minute each) if group tickets are reserved and also if processed by after

hours procedures).

Timelines for the removal process are as follows.

- Complete processing and commencement of a routine ER mission has been set at 10 calendar days including the date of the request. This is dependent upon flight availability and both U.S. and foreign holidays (that affect the embassy responding to the country clearance).
- Complete processing and commencement of a routine UR mission is set at 3 to 5 calendar days including the date of the request. This is dependent upon the country, notification requirements.
- Complete processing and commencement of routine OT missions will vary based on the individual requirement. Juveniles usually require movement within 2-5 hours and procedures are being developed to support immediate transportation requirements. Timelines are generally one to two days with some being coordinate a week or more in advance.
- In all cases, there exists the requirement for immediate processing to support the request, i.e. in response to a court decision.

## **SECTION 2 SPECIFIC TASKS**

### **2.0 SPECIFIC TASKS**

#### **2.1 General Information**

The contractor must perform all tasks for the operation of the Centralized Ticketing Initiative (CENTIX). This includes the development and expansion of those designated functions that are required to achieve a full operational capability within CENTIX Phase One and CENTIX PHASE Two. The contractor will support centralized ticketing operations via the current business process and refine the process to establish those parts that have not been developed to date. Figure 2 illustrates the organization of the contractor support team.

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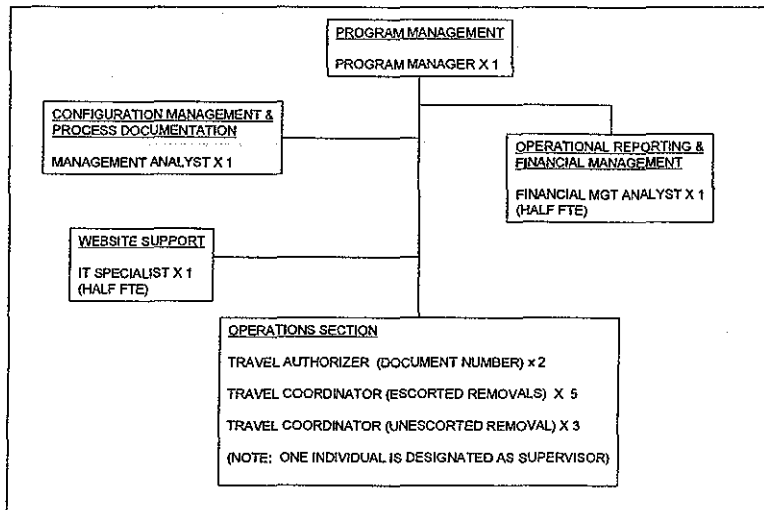


Figure 2

## 2.2 Program Management

### 2.2.1

The contractor shall provide program management. He/she shall be responsible for assuring that DRO receives the support services for which the contractor is responsible and shall interface with CTU and the Contracting Officers Technical Representative (COTR) on a daily basis or when required in order to meet contract requirements.

## 2.3 Configuration Management and Process Documentation

**2.3.1** Provide a written document entitled DRO CENTIX Procedures and Process Documentation. This will include tasks and duties performed by CTU, the field, the travel management Center (travel agent) as well as all contractors. This will be used as a basis for all training and process development and improvement.

**2.3.2** Maintain and update the above CENTIX documentation as necessary to ensure that the most recent changes to procedures are incorporated. An updated DRO CENTIX procedures and Process Documentation will be published electronically on the DRO Removal Support website.

**2.3.3** Provide a DRO Removal Guide within the first 45 days of work based on the American Embassy Rome Guidelines that lists removal guidelines, transit requirements and embassy points of contacts and phone numbers. This document will be updated and published electronically on the Removal Support Website on the 1<sup>st</sup> of each month.

**2.3.4** Develop and maintain a current PowerPoint slide briefing on CENTIX procedures and removal guide for use by DRO and publish this on the DRO Removal Website.

**2.3.5** Provide subject matter expertise and recommendations to DRO and support personnel during the development of CENTIX Phase Two (the development and fielding of a configured e-travel system).

**2.3.6** Prepare desktop procedures for the Operations personnel.

**2.3.7** Provide CENTIX related input, updates and information to other DRO and ICE publications, directives and reports.

## **2.4 Removal Website Support**

Build and maintain the homepage. Tasks are as follows:

**2.4.1** Design a DRO Removal Support Homepage/Website in accordance with ICE and DRO guidelines/policy to include recommended pages and links.

**2.4.2** Update and maintain the DRO Removal Support Homepage/Website as process documentation and procedure change.

**2.4.3** Update and maintain a JPATS/Charter Mission web page or pages within the DRO Removal Support Homepage/Website to facilitate the manifesting of JPATS/Charter missions.

## **3. Operations**

### **3.1 General Information**

The Contractor shall provide qualified personnel responsible for processing removal support requests. Tasks are:

**3.1.1** The operation of the SMART Mail Server to include logging into the Pentagon Autodin Connection. Specific training will be provided by the SMART Mail Northrop Grumman Technical Representative. Connection to the Pentagon Autodin Connection is conducted a minimum of three times a day in order to receive and send country clearances and responses. More frequent connections may be required to support surge operations.

**3.1.2** Coordinate with Travel Agent travel requests and travel reservations.

**3.1.3** Conduct Deportable Alien Control System (DACS) checks on all unescorted aliens removals and domestic transfers.

**3.1.4** Coordinate with Travel Authorizers to track the expenditures upon field validation (and compliance with approval process via DACS check).

**3.1.5** Prepare and release either a country clearance requests or notification of removals via the SMART System.



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3.1.6 Distribute copies of the “has been sent” country clearance request to the respective overseas ICE Attaché Offices and to the respective embassy regional security offices.

3.1.7 Send electronic copies of the approved country clearance to the field office and provide Travel Agent with the airfare document numbers.

3.1.8 Maintain an Excel spreadsheet of document numbers assigned for each removal with essential information to include (but not limited to) alien number, alien name, escort name (if required), field and supervisor (if an after hours requirement).

Figure 3 provides a process flowchart of the removal process. Figures 4, 5 and 6 illustrate the DRO Documents used in the CENTIX Process.

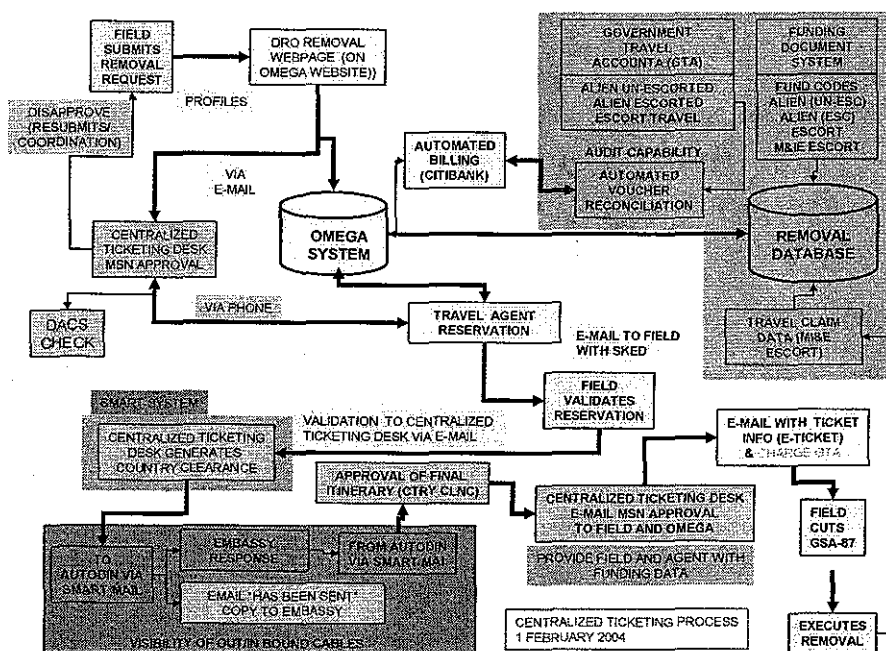


Figure 3

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Centralized Ticketing

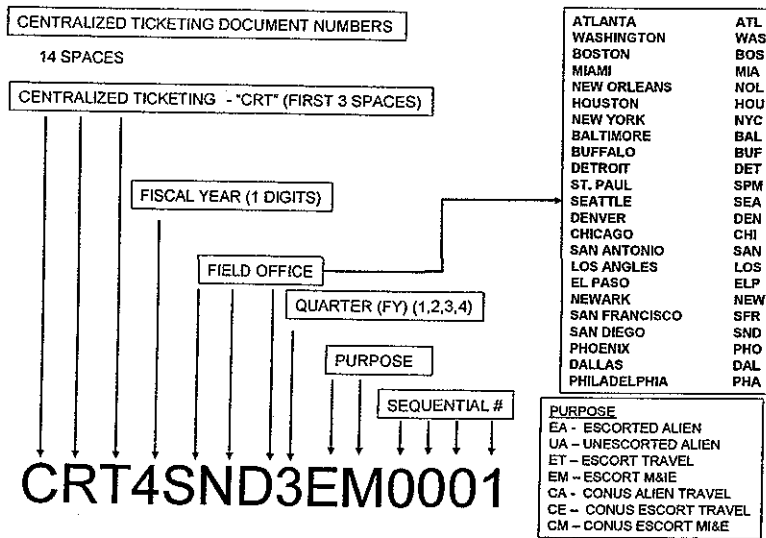


Figure 4

**CENTRALIZED TICKETING PURPOSE CODES**

- EA Escorted Alien for Removal (airfare)
- UA Unescorted Alien for Removal (airfare)
- ET Escort Travel for Removal (airfare)
- EM Escort Meals for Removal or Overseas
- CA CONUS Alien Travel (e.g. move to a new detention facility) (airfare)
- CE CONUS Escort Travel(airfare)
- CM CONUS Escort Meals and Lodging
- AC Alien Charter Mission (movement to link up with a charter mission)(airfare)
- EC Escort for Charter Mission (airfare)
- OC Officer Travel in support of Charter Mission (airfare)
- JC Juvenile CONUS (airfare)
- EJ Escort for Juvenile CONUS (airfare)
- DR Deportee Return (airfare)
- AR Alien Refusal (airfare)
- JR Juvenile Removal
- JE Juvenile Escort (Removal)
- DP Diplomat(airfare)
- OT Other (airfare)

Figure 5

**DOCUMENT ASSIGNMENT**

UNESCORTED ALIEN TRAVEL IS ASSIGNED SEQUENTIALLY,  
 ONE PER ALIEN

CRT4SND2UA0001
2
3

ESCORTED TRAVEL DOCUMENT NUMBERS ARE ASSIGNED WITH COMMON  
 LAST DIGIT WITH CHANGES IN DISTRICT AND PURPOSE

ALIEN TRAVEL	CRT4SND2EA0001	SECOND ESCORT TRAVEL
ESCORT TRAVEL	CRT4DND2ET0001	SECOND ESCORT LDG/MI&E
ESCORT LDG/MI&E	CRT4SND2EM0001	CRT4SND2ET0002
		CRT4SND2EM0002

ESCORTED REMOVALS REQUIRE THREE DOCUMENT NUMBERS  
 AND TWO FOR EACH ADDITIONAL ESCORT

Figure 6

#### **4. Operational Reporting and Financial Management**

##### **4.1 General Information**

The contractor shall perform operational reporting and financial management functions in support of CENTIX. Tasks are:

**4.1.1** Provide weekly and monthly operational reports based on Travel Agents Online Reporting Data.

**4.1.2** Provide other CENTIX reports as requested by DRO (i.e. numbers and types of removals by field office. Prepare annual CENTIX Financial Statements and other financial reports. Assist in preparing the annual CENTIX budget.

**4.1.3** Provide specific information and data sorts utilizing data from the Travel Agents Online Reporting System and other automated systems. Coordinate Travel Manager Data (Lodging, Meals and Incidental Expenses) to achieve a total cost per alien and escort.

**4.1.4** Monitor the expenditures and costs by type of removal and domestic transportation costs and provide cost briefings as required.

**4.1.5** Perform monthly reconciliation and related activities for CITIBANK Government Travel Accounts (GTAs).

**4.1.6** Assist in preparing obligation estimates on projected removal costs for the next monthly billing cycle.

**4.1.7** Provide Fiscal and reporting expertise in support of Phase Two

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Centralized Ticketing

Figure 7 illustrates the type of reports required on a weekly basis.

CENTIX ACTIVITY - 1 NOVEMBER 2003 THROUGH 6 AUGUST 2004

	<u>TOTAL</u>	<u>1-30 JUNE</u>	<u>1-31 JULY</u>
REMOVALS	6788	1376	1515
TICKETS (DOMESTIC / INTL)	1,918 / 10913	425 / 2,342	513 / 2,601
ESCORTED REMOVALS	2329	476	610
UNESCORTED REMOVALS	4459	900	905
REMOVAL AIRFARE (TOTAL)	\$11,681,531	\$2,511,175	\$3,047,643
ESCORTED REMOVALS	\$8,266,403	\$1,775,340	\$2,332,220
UNESCORTED REMOVALS	\$3,414,745	\$ 720,535	\$ 715,422
AVG COST/REMOVAL	\$ 1721	\$ 1825	\$ 2,011
AVG COST/ESCORTED REMOVAL	\$ 3,549	\$ 3,729	\$ 3,823
AVG COST/UNESCORTED REMOVAL	\$ 766	\$ 801	\$ 791
ESCORT MISSIONS (DOMESTIC / INTL)	1318 / 4124	283 / 872	359 / 1086
ESCORT COSTS	\$6,189,199	\$1,355,755	\$1,753,234
259 CARRIER EXPENSE TICKETS / APROX. SAVINGS	79 / \$62,819	33 / \$26,433	46 / \$36,386

Figure 7

## 5. DELIVERABLES

### 5.1 General Deliverables

#### Deliverables

#### Frequency

##### 5.1.1 Staffing Plan

7 Days after contract award  
Updated as required. (one electronic copy)

##### 5.1.2 Work Assignment Plan

15 Days prior to commencement of work.  
Updated as required. (one electronic copy)

##### 5.1.3 DRO CENTIX Procedures and Process Documentation

30 Days after commencement of work  
Updated every 30 days on the 1<sup>st</sup> of each month  
thereafter. (one electronic copy)

##### 5.1.4 Desktop Procedures for Personnel Assigned to Operations Section

10 Days after DRO approval of DRO  
CENTIX Procedures (above). (electronic  
copy and paper copy to each operations contractor)

##### 5.1.5 DRO Removal Guide

45 Days after award of contract.  
Updated on the 1<sup>st</sup> of each month thereafter.  
(one electronic copy)

5.1.7 DRO Website Concept	15 Days after commencement of work. (one electronic copy)
5.1.8 Initial DRO Removal Support Homepage/Website	15 Days after approval of website concept (one electronic copy)
5.1.9 Updates to DRO Homepage/Website	As required. (electronic copy)
5.1.10 Update and maintain JPATS/Charter Mission web page/pages	60 Days after commencement of work
5.1.11 Analysis, Recommendations, and Improvements to the Operations	As required (electronic copy)
5.1.12 Other Supporting Documentation	As required (electronic copy)

## 6. Clearance Requirements

### 6.1 Clearance Requirements, Classification of Work Being Performed, SMART Mail Security Requirements

The overall classification of work being performed is at the unclassified security classification level.

Because individuals assigned to process unescorted requests must conduct DACS checks, these individuals will have access to selected law enforcement information. This does not require that contractors assigned to have DACS checks to have a higher security access greater than unclassified.

The SMART Mail System used to send country clearance requests and receive country clearance approvals must "dial in" to the Pentagon Autodin Switch via a STU-III or SDD-1910 (Secure Data Device). While all cable traffic and information transmitted is at the unclassified level, the authentication is conducted at the Secret level.

The contractor will be required to ensure that a minimum of **two individuals assigned have a current DOD or OPM Secret Clearance that can be transferred via contractor and ICE security managers prior to commencement of the contract. Additionally, these individuals must report on day one of the contract in order to receive related briefings.** These individuals will be given a key to the STU-III (or Secure Data Device (SDD) -1910) that will enable the device to connect to the Pentagon Switch and provide cable traffic connectivity.

The capability to use the STU-III (or SDD-1910) at the Secret level when not connected to the Pentagon requires individuals who are issued a Kew (CIK) must have a clearance at the level of the device/CIK.

The individuals who possess the Secret Clearance and who are issued keys to the secure device do not have to be the contractors assigned to operate the SMART Mail Server. However, their work schedules must support the requirement to ensure SMART Mail Cable support and the sending/receipt of cables a minimum of three times a day.

## **7. Contractor Personnel**

The contractor shall provide the following personnel to meet the requirements of this task order. The personnel proposed shall possess the required education, experience, and security clearances to perform this requirement. All staff employed by the Contractor in a skill category shall meet the minimum requirements for that particular skill category.

### **Key Personnel**

Key Personnel shall be specified on the Task Orders. The personnel specified as key personnel are considered to be essential to the work the Contractor agrees to perform hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer thirty days in advance and shall submit justification, including proposed substitutions or replacements, in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder. The Contractor shall not replace any of the key personnel named to work on the task order without the written consent of the Contracting Officer.

#### **7.1 Program Manager (Key)**

- 1) Undergraduate Degree required (Graduate Degree Preferred) and a minimum of four years of related experience.
- 2) Experience in program and project management. May be substituted for military, travel industry or related management experience.
- 3) Excellent reading comprehension, writing and communication skills that include the ability to effectively communicate with personnel from various program offices.
- 4) Ability to analyze and provide recommendations to work processes.
- 5) Proficient in all Microsoft Office programs and cable traffic drafting and procedures. Two years experience in the travel industry may be substituted for cable drafting and procedures.
- 6) Ability to coordinate with multiple individuals and organizations to resolve problems.
- 7) Ability to compile reports based on Contractor work performed (e.g. number of requests processed per week/day).

### **7.2 Management Analyst (Key)**

- 1) Undergraduate Degree required and a minimum of four years of related experience.
- 2) Experience in process development and business process reengineering. May be substituted for military, travel industry or related management experience.
- 3) Experience in process documentation and preparation/publishing of business process documentation. May be substituted for military, travel industry or related management experience.
- 4) Excellent reading comprehension, writing and communication skills that include the ability to effectively communicate with personnel from various program offices.
- 5) Ability to analyze and provide recommendations to work processes.
- 6) Proficient in all Microsoft Office programs and cable traffic drafting and procedures. Experience in the travel industry may be substituted for cable drafting and procedures.
- 7) Ability to coordinate with multiple individual and organization to resolve problems.
- 8) Ability to compile reports based on Contractor work performed (e.g. number of requests processed per week/day).

### **7.3 Website IT Specialist (Key)**

- 1) Undergraduate Degree Desired. Four years of related experience may be substituted for the degree requirement. Associate degree equates to two years of experience.
- 2) Applicable IT Technical Certification Required.
- 3) Documented proficiency in Website Design/Maintenance Required.
- 4) Proficient in all MS Office programs.
- 5) Excellent reading comprehension, writing and communication skills that include the ability to communicate with personnel from various program offices.
- 6) Ability to analyze and provide recommendations to work.

### **7.4 Financial Management Analyst (Key)**

- 1) Undergraduate Degree required and a minimum of five years of operational and financial related experience.
- 2) Experience in operational reporting and financial systems. May be substituted for related military, travel industry or related management experience.
- 3) Experience in financial statement and budget development to include government charge card and or travel account experience..



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- 4) Excellent reading comprehension, writing and communication skills that include the ability to effectively communicate with personnel from various program offices.
- 5) Ability to analyze and provide recommendations to work processes.
- 6) Proficient in all Microsoft Office programs and cable traffic drafting and procedures.
- 7) Ability to coordinate with multiple individual and organization to resolve problems.
- 8) Ability to compile reports based on Contractor work performed (e.g. number of requests processed per week/day/month).
- 9) Experience in the travel industry highly desired

**7.5 Travel Authorizers:**

- 1) Undergraduate Degree Desired. Four years of related experience may be substituted for the degree requirement. Associate degree equates to two years of experience.
- 2) Experience coordinating commercial airline travel and lodging arrangements. Related military and civilian experience can be substituted for commercial experience.
- 3) Proficient in all Microsoft Office programs.
- 4) Excellent reading comprehension, writing and communication skills that include the ability to communicate with personnel from various program offices.
- 5) Ability to draft cable traffic (country clearances) and experience in managing message/cable traffic. This can be substituted for experience in the travel industry.
- 6) Ability to analyze and provide recommendations to work.

**7.6 Unescorted Travel Coordinators:**

- 1) Undergraduate Degree Desired. Four years of related experience may be substituted for the degree requirement. Associate degree equates to two years of experience.
- 2) Experience coordinating commercial airline travel and lodging arrangements. Related military experience can be substituted for commercial experience.
- 3) Proficient in all MS Office programs.
- 4) Excellent reading comprehension, writing and communication skills that include the ability to communicate with personnel from various program offices.
- 5) Ability to draft cable traffic (country clearances) and experience in managing message/cable traffic. Experience in the travel industry may be substituted for cable drafting and procedures.
- 6) Ability to analyze and provide recommendations to work.

### **7.7 Escorted Travel Coordinators:**

- 1) Undergraduate Degree Desired. Four years of related experience may be substituted for the degree requirement. Associate degree equates to two years of experience.
- 2) Experience coordinating commercial airline travel and lodging arrangements. Related military experience can be substituted for commercial experience.
- 3) Proficient in all Microsoft Office programs.
- 4) Excellent reading comprehension, writing and communication skills that include the ability to communicate with personnel from various program offices.
- 5) Ability to draft cable traffic (country clearances) and experience in managing message/cable traffic. Experience in the travel industry may be substituted for cable drafting and procedures.
- 6) Ability to analyze and provide recommendations to work.

## **8. HOURS OF OPERATION**

### **8.1 General Information.**

The routine hours of duty shall be from 8 a.m. to 4 p.m. Monday through Friday excluding Federal holidays.

Those travel coordinators who are responsible for supporting West Coast Field Offices may have to work staggered shifts from 11 a.m. to 7 p.m. as many as three days per week (Monday, Wednesday, Thursday/Friday) per DRO requirements.

Overtime may be required under this task order. Overtime shall not be performed without prior written approval of the ICE COTR.

## **9. PLACE OF PERFORMANCE**

### **9.1 General Information**

The Contractor shall be assigned to CTU of the Headquarters of the Office of Detention and Removal, Immigration and Customs Enforcement. The specific location is 801 "I" Street, Room 800, Washington, DC 20536.

**9.1.1** The Government will provide office space at government facility.

## **10. SECURITY REQUIREMENTS**

### **10.1 General information**

The Department of Homeland Security has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), have access to classified National Security Information (herein known as classified information). Classified information is Government information, which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency. If procedures are not properly followed by the Contractor, this will result in deductions from monthly invoices.

## 10.2. Suitability Determination

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

Contract employees awaiting an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the contractor is escorted, by a Government employee. This limited access is to allow contractors to attend briefings, non-recurring meetings and begin transition work.

## 10.3. Background Investigation

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security

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Office through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS Form 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

In the interest of limiting access to potentially sensitive information and systems, ICE shall consider only US Citizens and Legal Permanent Residents for employment on this contract.

#### 10.4. Continued Eligibility

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The Security Office may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will provide written reports of any adverse information coming to their attention concerning contract employees under the contract to Department of Homeland Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The written report shall include the employees' name and social security number, along with the adverse information being reported.

The Security Office must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

### 10.5. Employment Eligibility

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

### 10.6. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (INS). These entities are hereafter referred to as the Department.

### 10.7 Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication - DHS MD 4300 Pub*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

## **10.8 Information Technology Security Training and Oversight**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

## **11. Travel and Other Direct Costs (ODCs)**

Travel may be required in performance of this task order. Travel shall be approved in advance by the COTR. All travel will be in accordance with the most current GSA Federal Travel Regulations (FTR). Local travel expenses will not be reimbursed.

## **12. Government Furnished Property**

The Government will furnish all necessary equipment and materials to be used at government facilities, to allow for performance of task.

## **13. Conflict of interest avoidance information**

The contractor shall notify the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) in writing of any potential conflicts of interest through their performance on this contract.

<b>Performance Measurement Summary</b>		
<b>PERFORMANCE OBJECTIVE</b>	<b>PERFORMANCE STANDARD</b>	<b>METHOD OF PERFORMANCE ASSESSMENT</b>
<b>Process and Time Removal Requirements</b>		
Process unescorted removals	95% compliance of processing unescorted removals processed within a month	Review weekly and monthly operational reports
Process escorted removals	98% compliance of processing escorted removals processed within a month	Review weekly and monthly operational reports
Process of other transportation requirements	95% of "other" transportation requirements processed within a month	Review weekly and monthly operational reports
Removal Process time requirements for escorted removals	98% of complete removal processing and commencement of a routine escorted removal within 10 calendar days of the request.	Review weekly and monthly operational reports
Removal process time requirements for unescorted removals	95% of complete removal processing and commencement of routine unescorted removal within 5 calendar days of the request.	Review weekly and monthly operational reports.
Removal process time requirements for juveniles	100% of complete removal processing and commencement of juveniles within 1 to 2 days of the request.	Review weekly and monthly operational reports.
Respond to surges of removals	Respond to at least 90% of the removals in a surge.	Review weekly and monthly operational reports.
<b>Configuration Management &amp; Process Documentation</b>		
Deliver required reports	95% of the required reports to appropriate government	Review reports and logs.

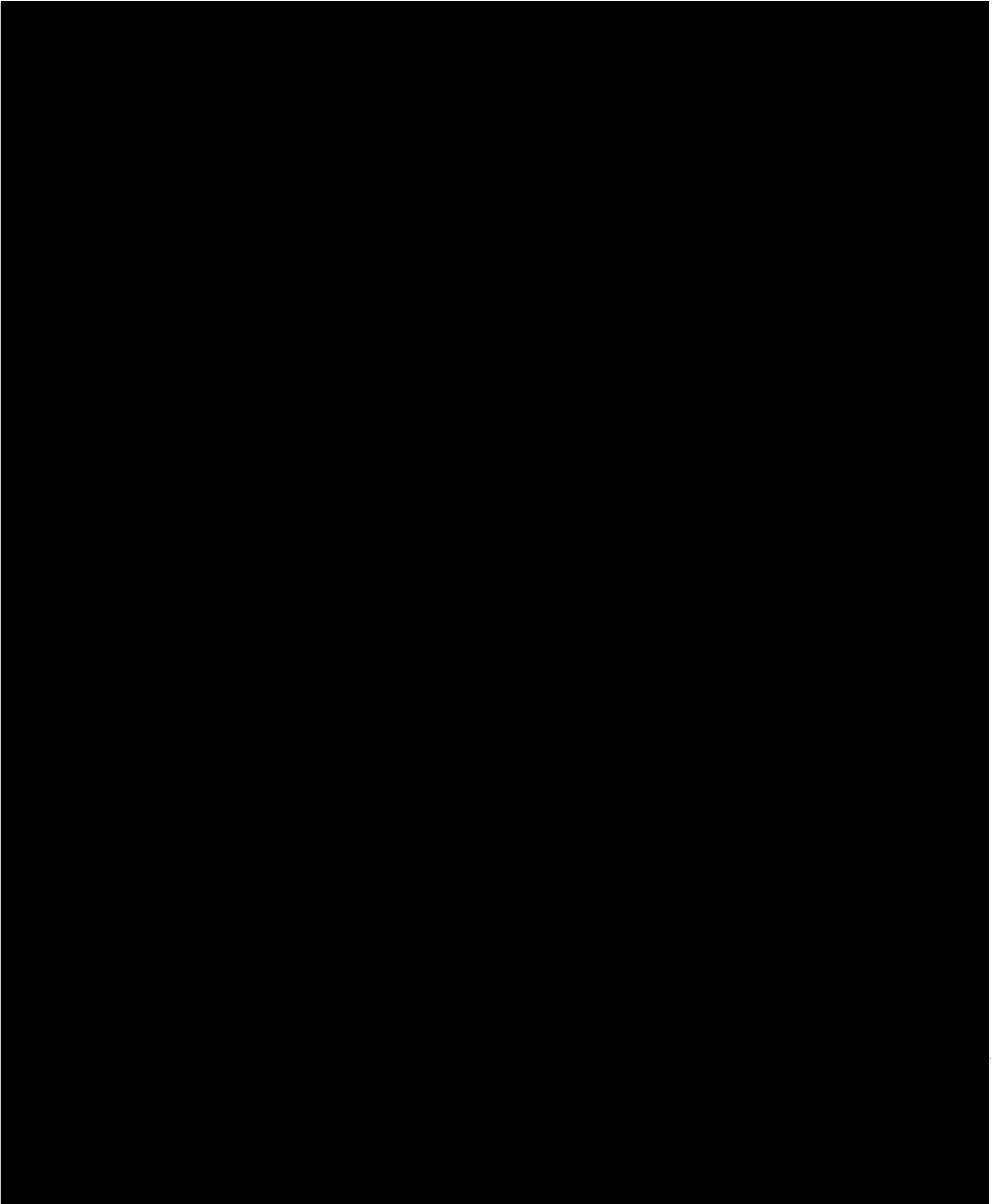
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	contact shall be delivered no later than the specified time period..	
Submit updates to deliverables as required	Updates provided to COTR within 5 working days of end of month.	Random Sampling
<b>Removal Website Design &amp; Maintenance</b>		
Provide timely and efficient establishment and maintenance of Website	The Website must be maintained at a 95% rate of accurate, accessible and appropriate information.	Review random portions of the Website for accuracy, accessibility and appropriate information
Maintain Website to provide most current guidelines, process information and briefings	The Website shall be updated within 24 work hours of a notified change.	Review random portion of the Website for updates.
Provide timely notification of items requiring government action.	Provide notification of items requiring government action at least a 95% rate.	Review operational logs and databases.
<b>Operations</b>		
The contractor shall provide qualified staff members to adequately staff the program.	Average staffing shall not fall below 95% on any task order for more than 24 work hours.	Invoices, reports and other records will be reviewed to determine staffing levels on a monthly basis.
Staffing moves, adds and changes shall be completed within 5 days of request.	98% of requests are completed within 5 workdays.	Invoices, reports and other records will be reviewed to determine staffing levels on a monthly basis.
Request for service shall be shall be efficiently logged and tracked and the customer notified of the expected completion date.	98% of service requests resolved within 24 work hours.	Review of operational logs and databases.

Performance Incentives: The COTR will be responsible for reviewing and documenting the contractor's performance in accordance with the Performance Objectives. The Government reserves the right to report failures to meet performance objectives in the Past Performance Information Retrieval System (PPIRS).

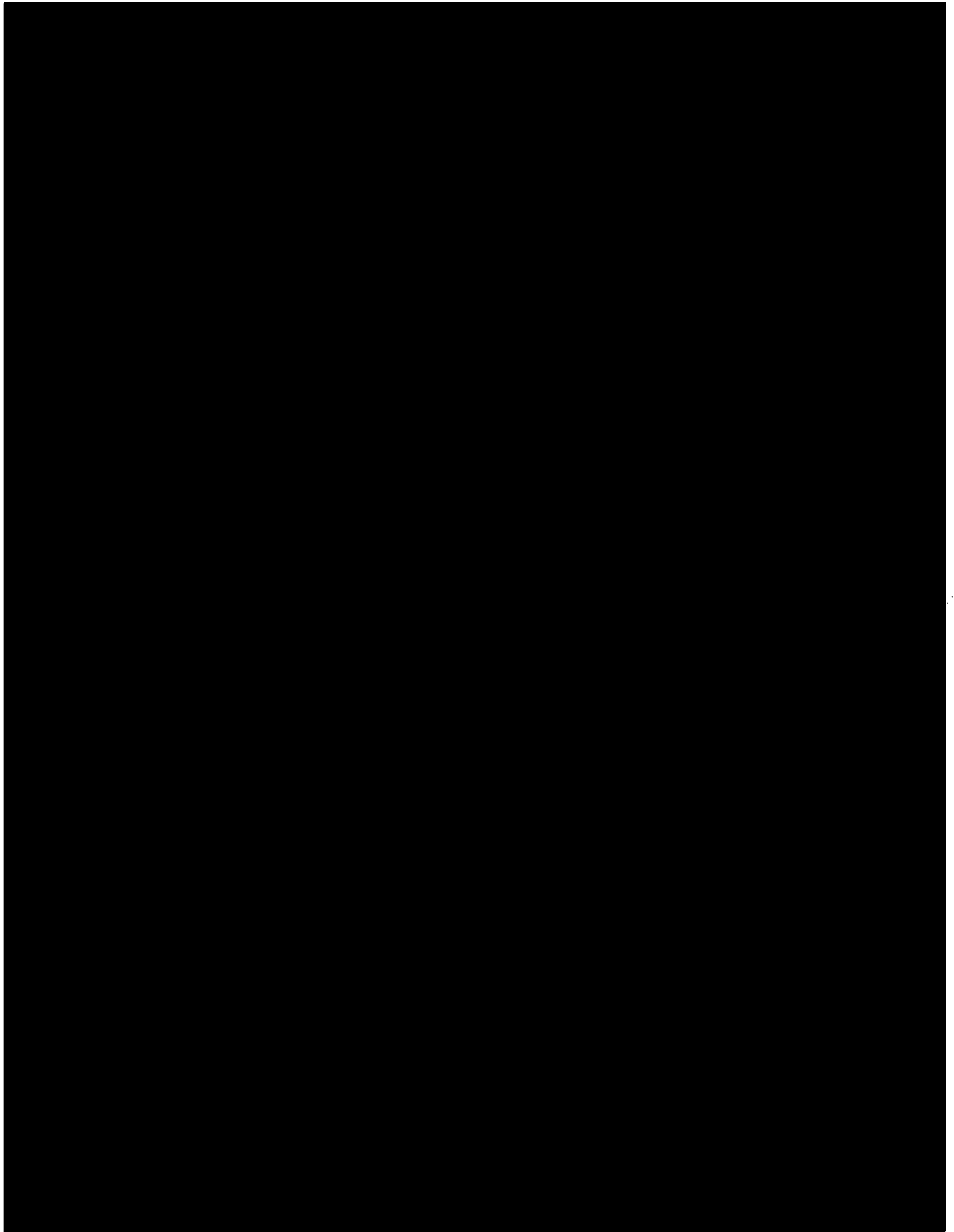
PPIRS is a shared data warehouse of reports cards that detail a contractor's performance on current and completed contracts that is used by the federal government in source selection evaluation.

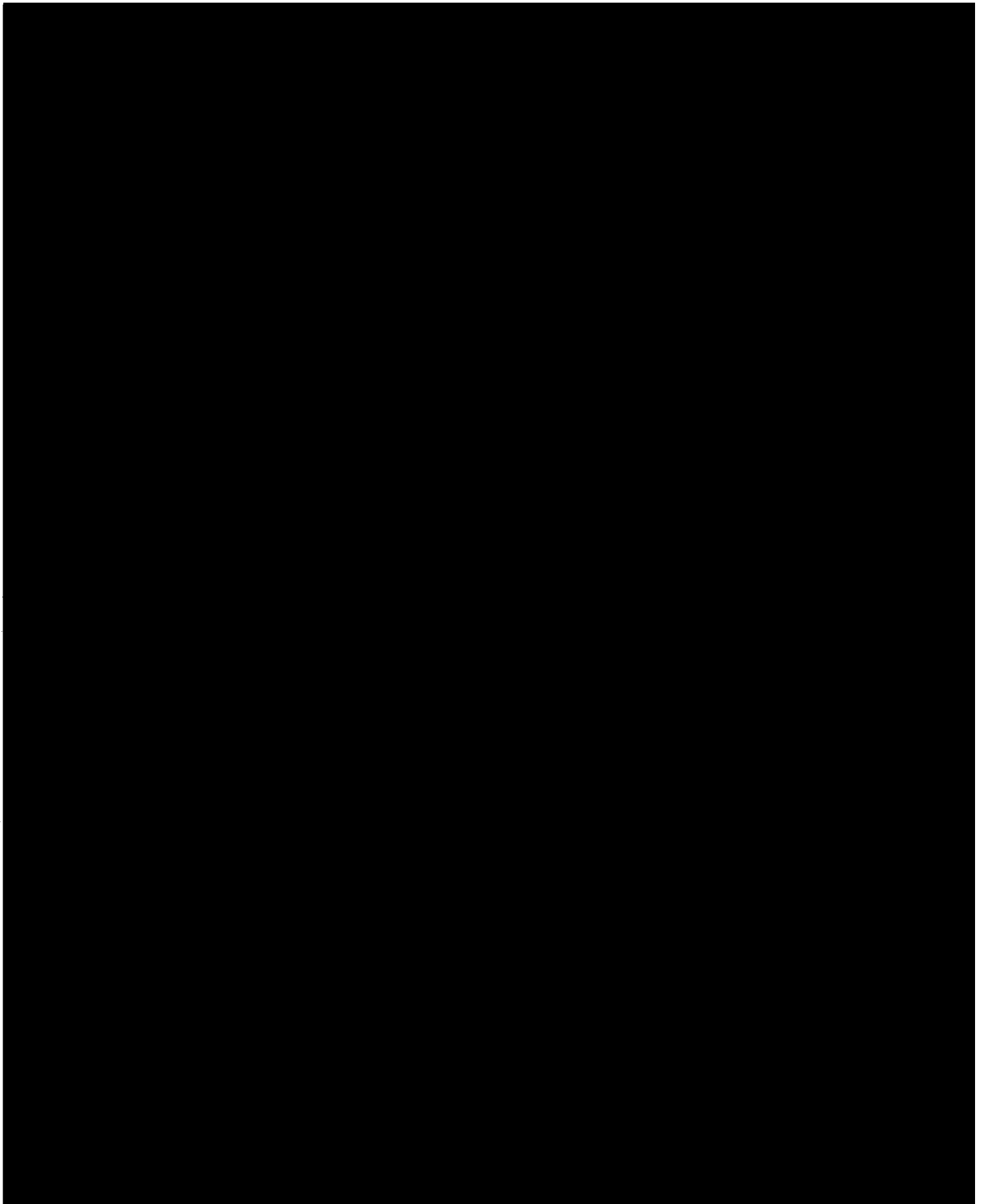






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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	1 3
P00002	08/17/2005	DRO-05-R00207	B. PROJECT NO. (if applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE
U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	ICB	U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	ICB
B. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		9B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO.	
0646834640000		GS-35F-4505G	
		HCBOF-05-J-00094	
		10B. DATED (SEE ITEM 13)	
		04/19/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

If the above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 16, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required.)  
 SEE ATTACHMENT A Net Increase: \$310,300.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(M)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) BILATERAL - MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where necessary.)  
 Tax ID Number: 542131161  
 DUNS Number: 064683464

The purpose of this modification is to provide incremental funding for the period of April 19, 2005 through October 31, 2005.

- The total amount of funding of this modification is \$310,300.00 for the period of April 19, 2005 to October 31, 2005.
- The total amount of funding is increased by \$310,300.00 from \$620,428.40 to \$930,928.40.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael Halbrack/contracts Mgr	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 9/22/05	16C. DATE SIGNED 9/21/05

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00002

08/17/2005

DRO-05-RQ0207

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-4506G

HSCBOP-05-J-00094

10B. DATED (SEE ITEM 13)

04/19/2005

CODE 0646834640000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

Net Increase:

\$310,300.00

SEE ATTACHMENT A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
BILATERAL - MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

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Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jan K. Wisor

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00002

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. The contract specialist is changed from Patricia Espinoza to Anthony Gomez (202) 307- [REDACTED] (phone), (203) 514-3353 (fax).</p> <p>The contractor cannot exceed the amount of funding, doing so would be performed at contractor's own risk.</p> <p>The contractor shall notify the COTR when 75% of the funds have been expended.</p> <p>All other terms and conditions remain unchanged.                      FOB: Destination                      Discount Terms: [REDACTED]</p> <p>The contractor shall submit original copy of the invoice to the COTR and one copy to the Contracts Specialist, Anthony Gomez, who can be contacted at (202) 307- [REDACTED] (phone), (202) 514-3353 (fax). The COTR's address is Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street NW, Suite 800, Washington, DC 20536.</p> <p>The address for the Contracts Specialist is Department of Homeland Security, Headquarters Procurement, 425 I Street NW, Room 2208, Washington, DC 20536. For payment questions please contact customer service at (214) 915-6161.</p>				<p>(b)(2)</p> <p>(b)(2)</p>



Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-05-RQ0207

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							FINAL \$310,300.00

(b)(2)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 10/04/2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, GSA and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 0646834640000 FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4506G HSCROP-05-J-00094 10B. DATED (SEE ITEM 13) 04/19/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required.)

See Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) BILATERAL - MUTUAL AGREEMENT OF THE PARTIES

IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 542131161

DUNS Number: 064683464

1. The purpose of this contract modification is to modify the performance work statement to add additional locations and authorize 24x7 performance under the new SCLINs and "Shift Differential" labor rates for the the "TRAVEL AUTHORIZER" CLIN (0005D, 1005D, 2005D, 3005D, and 4005D) as follows:

CLIN Labor Category	BPA Rate
Base Year	

0005 Travel Authorizer

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereofore changed, remains unchanged and is full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael J. Holbrook / Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
16B. CONTRACTING OFFICER 	18C. DATE SIGNED 10/18/05	PER. UNITED STATES OF AMERICA 	18C. DATE SIGNED 10/18/05

NSN 7840-01-182-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-89)  
Prescribed by GSA  
FAR (48 CFR) 53.243

(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ.NO. 5. PROJECT NO. (If applicable)  
 P00003 10/04/2005  
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than Item 6) CODE ICE

U.S. Dept. Of Homeland Security  
 Immigration and Customs Enforcement  
 425 I Street, NW  
 Rm 2208  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
 12011 SUNSET HILLS ROAD  
 RESTON VA 201903404

9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 GS-35F-4506G  
 HSCEOP-05-J-00094  
 10B. DATED (SEE ITEM 13)  
 04/19/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)  
 See Schedule


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
 BILATERAL - MUTUAL AGREEMENT OF THE PARTIES

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 542131161  
 DUNS Number: 064683464  
 1. The purpose of this contract modification is to modify the performance work statement to add additional locations and authorize 24x7 performance under the new SCLINs and "Shift Differential" labor rates for the the "TRAVEL AUTHORIZER" CLIN (0005D, 1005D, 2005D, 3005D, and 4005D) as follows:

Clin Labor Category	BPA Rate
Base Year	
0005 Travel Authorizer	

(b)(4)

Continued ...  
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00003

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Normal Business Hours)				
0005A	Travel Authorizer Normal work week:4pm to 12am				
0005B	Travel Authorizer Normal work week:12am to 8am				
0005C	Travel Authorizer Weekend/Holiday: 8am to 4pm				(b)(4)
0005D	Travel Authorizer Weekend/Holiday: 4pm to 12am				
0005E	Travel Authorizer Weekend/Holiday: 12am to 8am				
	Option Year 1				
1005	Travel Authorizer				
1005A	Travel Authorizer				
1005B	Travel Authorizer				
1005C	Travel Authorizer				
1005D	Travel Authorizer				
1005E	Travel Authorizer				
	Option Year 2				
2005	Travel Authorizer				
2005A	Travel Authorizer				(b)(4)
2005B	Travel Authorizer				
2005C	Travel Authorizer				
2005D	Travel Authorizer				
2005E	Travel Authorizer				
	Option Year 3				
3005	Travel Authorizer				
3005A	Travel Authorizer				
	Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00003

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	3005B Travel Authorizer 3005C Travel Authorizer 3005D Travel Authorizer 3005E Travel Authorizer Option Year 4 4005 Travel Authorizer 4005A Travel Authorizer 4005B Travel Authorizer 4005C Travel Authorizer 4005D Travel Authorizer 4005E Travel Authorizer				(b)(4)
	2. The Contractor is authorized to work on a 24 hour 7 days a week basis effective October 1, 2005.  3. The Contractor is authorized to work at sub-offices located in Kansas City, MO and the Washington Field Office effective October 1, 2005.  ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN UNCHANGED.  The contractor shall submit original copy of the invoice to the COTR and one copy to the Contracts Specialist, Anthony Gomez, who can be contacted at (202) 307-██████ (phone), (202) 514-3353 (fax). The COTR's address is Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street NW, Suite 800, Washington, DC 20536.  The address for the Contracts Specialist is Department of Homeland Security, Headquarters Procurement, 425 I Street NW, Room 2208, Washington, DC 20536. For payment questions please contact customer service at (214) 915-6161.				(b)(2)

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

3

5

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/19/2005  
CONTRACT NO. GS-35F-4506G

ORDER NO. HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated cost for Option Year 1 is \$646,064.40					
2001	Program Manager Hourly Labor rate: [REDACTED] The period of performance for Option Year two is April 19, 2007 to April 18, 2008					(b)(4)
2002	Management Analyst Hourly Labor rate: [REDACTED]					
2003	Website IT Specialist Hourly Labor rate: [REDACTED]					
2004	Financial Management Analyst Hourly labor rate: [REDACTED]					
2005	Travel Authorizer Hourly labor rate: [REDACTED]					
2006	Travel Coordinator Hourly Labor rate: [REDACTED]  The estimated cost for Option Year 2 is \$669,689.60					
3001	Program Manager Hourly Labor rate: [REDACTED] The period of performance for Option Year 3 is April 19, 2008 to April 18, 2009.					(b)(4)
3002	Management Analyst Hourly Labor rate: [REDACTED]					
3003	Website IT Specialist Hourly labor rate: [REDACTED] Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE OF PAGES

4      5

**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
04/19/2005

CONTRACT NO.  
GS-35F-4506G

ORDER NO.  
HSCEOP-05-J-00094

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
3004	Financial Management Analyst Hourly labor rate: [REDACTED]					
3005	Travel Authorizer Hourly labor rate: [REDACTED]  The estimated cost for Option Year 1 is \$646,064.40				(b)(4)	
3006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated cost for Option Year 3 is \$702,875.20.				(b)(4)	
4001	Program Manager Hourly labor rate: [REDACTED] The period of performance for Option Year 4 is April 19, 2009 to April 18, 2010.					
4002	Management Analyst Hourly labor rate:					
4003	Website IT Specialist Hourly labor rate: [REDACTED]					
4004	Financial Management Specialist Hourly labor rate: [REDACTED]					
4005	Travel Authorizer Hourly labor rate: [REDACTED]				(b)(4)	
4006	Travel Coordinator Hourly labor rate: [REDACTED]  The estimated total amount of the contract is \$3,369,788.80.  Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Exhibit B

<b>SURVEILLANCE ACTIVITY CHECKLIST</b>				
<b>Performance Objectives</b>	<b>Method of Surveillance</b>	<b>Date Accomplished</b>	<b>Work Accomplished</b>	<b>Compliance or Non-Compliance with Details Attached</b>
Process unescorted removals	Spot Checks/Feedback	7/31/05	Processed 1319 unescorted removals	In Compliance
Process escorted removals	Spot Checks/Feedback	7/31/05	Processed 811 escorted removal requests	In Compliance
Process of other transportation requirements	Spot Checks/Feedback	7/31/05	Processed 2985 removals via JPATS	In Compliance
Removal Process time requirements for escorted removals	Spot Checks/Feedback	7/31/05	Process completed within acceptable time limits	In Compliance
Removal process time requirements for unescorted removals	Spot Checks/Feedback	7/31/05	Process completed within acceptable time limits	In Compliance
Removal process time requirements for juveniles	Spot Checks/Feedback	7/31/05	Processed 39 juvenile transfers	In Compliance
Respond to surges of removals	Spot Checks/Feedback	7/31/05	Processed 41 small group removals	In Compliance
Deliver required reports		7/31/05	Reports delivered as requested	In Compliance



*Exhibit B*

Submit updates to deliverables as required		7/31/05	Updates delivered as required	In Compliance
Provide timely and efficient establishment and maintenance of Website		7/31/05	Website established and maintained	In Compliance
Provide timely notification of items requiring government action.		7/31/05	Notification provided as needed.	In Compliance
The contractor shall provide qualified staff members to adequately staff the program.		7/31/05	Adequate staffing as required.	In Compliance
Staffing moves, adds and changes shall be completed within 5 days of request		7/31/05	Changes, additions, and moves completed within 5 days.	In Compliance
Request for service shall be shall be efficiently logged and tracked and the customer notified of the expected completion date.		7/31/05	Requests for service submitted and expected dates of delivery provided.	In Compliance

**NORTHROP GRUMMAN**  
*Mission Systems*

Northrop Grumman Defense Mission Systems, Inc.  
Defense Mission Systems Division  
1406 Fort Crook Road South  
Bellevue, NE 68005  
Telephone 402-682-4762 Fax 402-292-0221

August 22, 2005

Detention and Removal Office  
801 I Street NW, Suite 800  
Washington, DC 20536

Attention: Mr. James S. Schindler *JWS*  
Subject: July Invoice  
Centralized Ticketing Contract Number HSCEOP-05-J-00094

Northrop Grumman Defense Mission Systems, Inc. submits herewith the following invoice for services rendered July 1, 2005- July 30, 2005. Total labor hours [redacted] for [redacted] *my*

Sincerely,

[redacted signature block]

(b)(4)

Project Manager, Centralized Ticketing

[redacted name]

Enclosure

cc: Mrs. Jan K. Wisor, HQPRO  
Patricia Espinoza, HQPRO  
Mr. James S. Schindler

[redacted] Northrop Grumman DMS, Inc.  
[redacted] Northrop Grumman DMS, Inc. (without enclosure)  
[redacted] Northrop Grumman DMS, Inc. (without enclosure)

(b)(4)

2005 AUG 22 10:56 AM

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ.NO.

5. PROJECT NO. (If applicable)

P00004

11/04/2005

DRO-06-RQ0605

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-4506G

HSCEOP-05-J-00094

10B. DATED (SEE ITEM 13)

04/19/2005

CODE

0646834640000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 542131161

DUNS Number: 064683464

The purpose of this modification is to reflect the following:

1. To provide incremental funding of \$400,000.00 for Centralized Ticketing Support.

This modification has increased the total obligated amount from \$930,928.40 by \$400,00.00 to \$1,330,928.40.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jan K. Wisor

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00004

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contact Information:</p> <p>Procurement POC:                      Kelly Waite 202-616-██████</p> <p>Program Office POC:                      James Schindler                      202-307-██████</p> <p>Invoice Instructions:</p> <p>The contractor shall submit original copy of the invoice to the COTR and one copy to the Contracts Specialist, Anthony Gomez, who can be contacted at (202) 307-6108 (phone), (202) 514-3353 (fax). The COTR's address is Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street NW, Suite 800, Washington, DC 20536.</p> <p>The address for the Contracts Specialist is Department of Homeland Security, Headquarters Procurement, 425 I Street NW, Room 2208, Washington, DC 20536. For payment questions please contact customer service at (214) 915-6161.</p>			(b)(2)	

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ0605

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$400,000.00

(b)(2)

OCT 24 PM 1:25

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 02/09/2006	4. REQUISITION/PURCHASE REQ.NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0646834640000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4506G HSCBOP-05-J-00094	10B. DATED (SEE ITEM 13) 04/19/2005

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required.)**

SEE ATTACHMENT A NET INCREASE: \$800,000.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 542131161  
DUNS Number: 064683464

2,134,938

The purpose of Modification P00005 is as follows:

- To provide incremental funding in the amount of \$800,000.00 for Centralized Ticketing Support, and
- To provide the contractor with authorization to perform travel coordination and authorization duties at the following DRO sub-office locations:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Jan K. Wisor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/10/06

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00005

PAGE OF  
 2 5

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(a)	Atlanta Field Office 77 Forsyth Street, SW, Ste 117 Atlanta, GA 30303				
(b)	Baltimore Field Office 31 Hopkins Plaza, 7th Floor Baltimore, MD 21201				
(c)	Boston Field Office Govt Center, 17th Floor, #1775 Boston, MA 02203				
(d)	Buffalo Field Office 130 Delaware Avenue Buffalo, NY 14202				
(e)	Chicago Field Office 10 W. Jackson Blvd. Chicago, IL 60604				
(f)	Dallas Field Office 8101 N. Stemmons Freeway Dallas, TX 75247				
(g)	Denver Field Office 4730 Paris Street Denver, CO 80239				
(h)	Detroit Field Office 333 Mt. Elliott Street Detroit, MI 48207				
(i)	El Paso Field Office 6451 Boeing Drive El Paso, TX 79925				
(j)	Houston Field Office 126 Northpoint Drive Houston, TX 77060				
(k)	Los Angeles Field Office 300 N. Los Angeles St. Los Angeles, CA 90012				
(l)	Miami Field Office 7880 Biscayne Blvd. Miami, FL 33138				
(m)	Newark Field Office Hemisphere Building, Ste 512				
Continued ...					

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00005

PAGE 3 OF 5

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Routes 1 & 9 South Newark, NJ 07114  (n) New Orleans Field Office DHS/ICE 1250 Poydras, Ste 2200 New Orleans, LA 70113  (o) New York Field Office 26 Federal Plaza, Rm 1104 New York, NY 10278  (p) Philadelphia Field Office 1600 Callowhill St., 5th Fl Philadelphia, PA 19130  (q) Phoenix Field Office 2035 N. Central Ave. Phoenix, AZ 85004  (r) San Antonio Field Office 8940 Fourwinds Drive San Antonio, TX 78239  (s) San Diego Field Office 880 Front Street, #2232 San Diego, CA 92101  (t) St. Paul Field Office 2901 Metro Drive, Ste 100 Bloomington, MN 55425  (u) Washington, DC Field Office 2675 Prosperity Avenue Fairfax, VA 22031  NOTE: The COTR shall provide the contractor with 30 days notice of the Government's intent to provide services at a field location.  REQUISITION NO(S): DRO-06-RQ0620 & DRO-06-RQ0616  THE TOTAL OBLIGATED AWARD AMOUNT IS INCREASED FROM \$1,330,928.40 BY \$800,000.00 TO \$2,130,928.40.  ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.  FOR INQUIRIES: Continued ...				



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00005

PAGE OF  
 4 5

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Program POC: Jim Schindler, 202-528-██████ and Mark White, 202-732-██████</p> <p>Procurement POC: Tricia Jackson-Harris, 202-305-██████</p> <p>INVOICE INSTRUCTIONS:</p> <p>The contractor shall submit 1 original copy of the invoice to the COTR and 1 copy to the Contract Specialist, Tricia Jackson-Harris, who can be contacted at 202-305-██████ (phone) and 202-514-3353 (fax).</p> <p>The COTR's address is: Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street, NW, Washington, DC 20536. The Contract Specialists' address is: Department of Homeland Security, Immigration and Customs Enforcement, Headquarters Procurement, 425 I Street NW, Room 2208, Washinton, DC 20536.</p> <p>For payment questions please contact customer service at (214) 915-6161.</p>				(b)(2)

ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ0620

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$800,000.00

(b)(2)

752-82 401

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT  
Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ0620

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$800,000.00

(b)(2)

5010-20-007

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ0616

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$0.00

(b)(2)

88177 02350

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00006

03/29/2006

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-4506G

HSCEOP-05-J-00094

10B. DATED (SEE ITEM 11)

04/19/2005

CODE

0646834640000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161

DUNS Number: 064683464

The purpose of this modification is to change the Key Personnel:

(1) Key Personnel changes are as follows:

Program Manager [redacted] replaces [redacted] as the Program Manager.

Website IT Specialist [redacted] replaces Website IT Specialist [redacted] as the Website IT Specialist.

(b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jan K. Wisor

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00006

PAGE OF  
 2 3

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(2) This modification does not change the total amount obligated. All other terms and conditions remain unchanged.</p> <p>FOR INQUIRIES:</p> <p>Program POC: Jim Schindler, 202-528-[REDACTED] and [REDACTED]</p> <p>Procurement POC: Claire J. Cashwell, 202-514-[REDACTED]</p> <p>INVOICE INSTRUCTIONS:</p> <p>The contractor shall submit 1 original copy of the invoice to the COTR and 1 copy of the Contract Specialist, Claire J. Cashwell, who can be contacted at 202-514-[REDACTED] (phone) and 202-514-3353 (fax).</p> <p>The COTR's address is: Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street, NW, Washington, D. C. 20536. The Contract Specialist's address is: Department of Homeland Security, U. S. Immigration and Customs Enforcement, Headquarters Procurement, 425 I Street, NW, Room 2208, Washington, DC 20536.</p> <p>For payment questions please contact the Dallas Finance Center's Customer Service at (214) 915-6161.</p>			<p>(b)(2)</p> <p>(b)(4)</p> <p>(b)(2)</p> <p>(b)(2)</p>	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DRO-06-RQ2002	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0646834640000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4506G HSCEOP-05-J-00094	10B. DATED (SEE ITEM 11) 04/19/2005

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Attachment A  
Net Increase: \$646,064.40

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause 52.217-9 Option to Extend Term of Contract

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 54-2131161  
DUNS Number: 064683464


The purpose of this modification is to Exercise Option Year One and provide funding.

1) Under the authority of FAR 52.217.9 Option to Extend Term of contract, Option Year One is hereby exercised on CLINs 1001, 1002, 1003, 1004, 1005 and sub-CLINs 1005D and the period of performance of this contract is extended from April 19, 2006 to April 18, 2007.

2) Funding in the amount of \$648,064.40 is provided.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 4/18/06

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243





Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ2002

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$646,064.40

(b)(2)

# Form G-514

## REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ2002

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$646,064.40

(b)(2)

RECEIVED  
 OFFICE OF  
 ACQUISITION MANAGEMENT  
 2006 APR -7 AM 10: 21

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-06-RQ2002

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$646,064.40

(b)(2)

RECEIVED  
OFFICE OF  
ACQUISITION MANAGEMENT  
2006 APR -7 AM 10: 21

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 08/28/2006	4. REQUISITION/PURCHASE REQ. NO. DRO-06-RQ2017	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0646834640000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4506G HSCEOP-05-J-00094	
		10B. DATED (SEE ITEM 11) 04/19/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$300,000.00  
 SEE ATTACHMENT A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161

DUNS Number: 064683464

The purpose of this modification is to provide funding for the task order.

1) Funding in the amount of \$300,000.00 is provided.

2) The total obligated award amount is increased from \$2,776,992.80 by \$300,000.00 to \$3,076,992.80.

3) The Program Office contact is Jim Schindler at 202-528-██████, Contracting Officer's Technical Representative.

(b)(2)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Claire J. Cashwell ANTHONY M. GOWBE JR
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6/08/2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00008

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 2 2

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4) The Procurement Office contact is Claire J. Cashwell, 202-514-██████████</p> <p>5) INVOICE INSTRUCTIONS: The contractor shall submit one original copy of the invoice to the COTR and one copy to the Procurement Office contact. The COTR's address is: Department of Homeland Security, U. S. Immigration and Customs Enforcement, Office of Detention and Removal Operations, Attn: Jim Schindler, 801 I Street, NW, Washington, D. C. 20536. The Contract Specialist's address is Department of Homeland Security, U. S. Immigration and Customs Enforcement, Office of Acquisition Management, 425 I Street, NW, Room 2208, Washington, D. C. 20536.</p> <p>6) For payment questions, please contact the Dallas Finance Center's Customer Service at 214-915-6161.</p> <p>Except as provided herein, all other terms and conditions remain unchanged.                      Discount Terms: ██████████</p> <p>Delivery Location Code: DRO                      DEPARTMENT OF HOMELAND SECURITY                      DETENTION &amp; REMOVAL                      801 I STREET, NW                      ROOM 900                      Attn: Jim Schindler                      WASHINGTON DC 20536 USA</p> <p>FOB: Destination                      Period of Performance: 04/19/2006 to 04/18/2007</p>			(b)(2)	
4009	Add funds for continuation of services.	1	EA	300,000.00	300,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00009

10/01/2006

DRO-07-RQ2005

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-4506G

HSCEOP-05-J-00094

10B. DATED (SEE ITEM 11)

04/19/2005

CODE

0646834640000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$1,400,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.232-18, Availability of Funds.

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161

DUNS Number: 064683464

The purpose of this modification is to provide additional funding for the task order for the period of October 1, 2006 through April 18, 2007.

(1) Funding in the amount of \$1,400,000.00 is provided and is now available effective immediately.

(2) The total obligated award amount is increased from \$3,076,992.80 by \$1,400,000.00 to \$4,476,992.80.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Claire J. Cashwell Anthony M. Somers, Jr.

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

10/21/2006 6/08/2007

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

(b)(2)



2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00009 10/01/2006 DRO-07-RQ2005  
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than Item 6) CODE ICE

U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536  
 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
 12011 SUNSET HILLS ROAD  
 RESTON VA 201903404  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 GS-35F-4506G  
 HSCEOP-05-J-00094  
 10B. DATED (SEE ITEM 11)  
 04/19/2005  
 CODE 0646834640000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.  
 12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$1,400,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X FAR 52.232-18, Availability of Funds.

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161  
 DUNS Number: 064683464  
 The purpose of this modification is to provide additional funding for the task order for the period of October 1, 2006 through April 18, 2007.

- (1) Funding in the amount of \$1,400,000.00 is provided and is now available effective immediately.
- (2) The total obligated award amount is increased from \$3,076,992.80 by \$1,400,000.00 to \$4,476,992.80.

Continued ...  
 Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Claire J. Cashwell  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 12/21/2006  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

(b)(2)





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DRO-06-RQ2002	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC 12011 SUNSET HILLS ROAD RESTON VA 201903404		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0646834640000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-4506G HSCEOP-05-J-00094	
		10B. DATED (SEE ITEM 11) 04/19/2005	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$646,064.40  
See Attachment A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Clause 52.217-9 Option to Extend Term of Contract

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

Tax ID Number: 54-2131161  
DUNS Number: 064683464

The purpose of this modification is to Exercise Option Year One and provide funding.

1) Under the authority of FAR 52.217.9 Option to Extend Term of contract, Option Year One is hereby exercised on CLINs 1001, 1002, 1003, 1004, 1005 and sub-CLINs 1005D and the period of performance of this contract is extended from April 19, 2006 to April 18, 2007.

2) Funding in the amount of \$648,064.40 is provided.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/18/2006

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCEOP-05-J-00094/P00007

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Year to date funds: Total funds obligated are increased from \$2,130,928.40 to \$2,776,992.80 for a net increase of \$648,064.40 .</p> <p>FOB: Destination</p> <p>Discount Terms: [REDACTED]</p> <p>FOR INQUIRIES:</p> <p>Program POC: Jim Schindler, 202-528-[REDACTED] and [REDACTED]</p> <p>Procurement POC: Claire J. Cashwell, 202-514-[REDACTED]</p> <p>INVOICE INSTRUCTIONS:</p> <p>The contractor shall submit 1 original copy of the invoice to the COTR and 1 copy of the Contract Specialist, Claire J. Cashwell, who can be contacted at 202-514-[REDACTED] (phone) and 202-514-3353 (fax).</p> <p>The COTR's address is: Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street, NW, Washington, D. C. 20536. The Contract Specialist's address is: Department of Homeland Security, U. S. Immigration and Customs Enforcement, Headquarters Procurement, 425 I Street, NW, Room 2208, Washington, DC 20536.</p> <p>For payment questions please contact the Dallas Finance Center's Customer Service at (214) 915-6161.</p>				<p>(b)(2)</p> <p>(b)(4)</p> <p>(b)(2)</p>

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00008

08/28/2006

DRO-06-RQ2017

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

GS-35F-4506G

HSCEOP-05-J-00094

10B. DATED (SEE ITEM 11)

CODE

0646834640000

FACILITY CODE

04/19/2005

**14. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$300,000.00

SEE ATTACHMENT A

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161

DUNS Number: 064683464

The purpose of this modification is to provide funding for the task order.

- 1) Funding in the amount of \$300,000.00 is provided.
- 2) The total obligated award amount is increased from \$2,776,992.80 by \$300,000.00 to \$3,076,992.80.
- 3) The Program Office contact is Jim Schindler at 202-528-██████████ Contracting Officer's

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Ronald Jean-Baptiste

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

(b)(2)



Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT  
Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-07-RQ2005

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,400,000.00

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00010

04/13/2007

DRO-07-RQ2026

1

2

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

U.S. Dept. Of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW  
Rm 2208  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC  
12011 SUNSET HILLS ROAD  
RESTON VA 201903404

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-35F-4506G

HSCCEP-05-J-00094

10B. DATED (SEE ITEM 11)

04/19/2005

CODE 0646834640000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning, \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
X Clause 52.217-9 Option to Extend Term of Contract

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 54-2131161

DUNS Number: 064683464

The purpose of this modification is to exercise Option Year Two, April 19, 2007 through April 18, 2008, and provide funding for the option period.

- 1) In accordance with the contract clause 52.217.9 "Option to Extend Term of Contract," Option Year Two is hereby exercised on CLINs 2001, 2002, 2003, 2004, 2005 and 2006.
- 2) Funding in the amount of \$1,000,000.00 is provided.
- 3) The total obligated award amount is increased from \$4,476,992.80, to be, \$5,476,992.80;

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Anthony M. Gomez, Jr.

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

APR 16 2007

(b)(2)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 GS-35F-4506G/HSCFOP-05-J-00094/P00010

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
 NORTHROP GRUMMAN DEFENSE MISSION SYSTEMS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a net increase of \$1,000,000.                      Period of Performance: 04/19/2007 to 04/18/2008                      FOR INQUIRIES:</p> <p>COTR and Program POC: Jim Schindler,                      202-528- [REDACTED] and [REDACTED]</p> <p>Procurement POC: Mr. Dana Adams, 202-307- [REDACTED]</p> <p>INVOICE INSTRUCTIONS:</p> <p>The contractor shall submit 1 original copy of the invoice to the COTR and 1 copy of the Contract Specialist, Dana Adams, at james.d.adams1@dhs.gov, or (fax) 202-305-3038.</p> <p>The COTR's address is: Department of Homeland Security, Detention and Removal Office, Attn: James Schindler, 801 I Street, NW, Washington, D. C. 20536. The Contract Specialist's address is: Department of Homeland Security, U. S. Immigration and Customs Enforcement, Headquarters Procurement, 425 I Street, NW, Room 2208, Washington, DC 20536.</p> <p>For payment questions please contact the Dallas Finance Center's Customer Service at (214) 915-6161.</p>				(b)(2)





U.S. Immigration  
and Customs  
Enforcement

March 27, 2007

TO: Northrup Grumman Defense Missions Systems  
Attn: Michael Holbrook  
12011 Sunset Hills Road  
Reston, VA 20190-3404

FROM: Mr. Anthony Gomez  
Deputy Assistant Director  
Office of Acquisition Management

SUBJECT: Intent to Exercise Contract Option, Contract # GS-35-F-4506G, Delivery Order  
#HSCEOP-05-J-00094

Dear Sir:

In accordance with contract clause 52.217-9, "Option to Extend the Term of the Contract (MAR 2000)", the Government intends to exercise its option (Option Period #2) to subject contract to extend the period of performance for an additional 12-month period, beginning April 19, 2007 through April 18, 2008.

This notice does not in any manner obligate the Government to such a renewal. The option shall be exercised by the issuance of a modification to the contract properly signed by the Contracting Officer.

If you have any questions, please contact Mr. James D. Adams at 202-307-██████████

(b)(2)

Sincerely,

A handwritten signature in black ink that reads "Anthony Gomez".

ANTHONY GOMEZ  
Contracting Officer

Cc: J. Schindler/ICE DRO  
T. Strezishar/ICE DRO

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols  
ATTACHMENT A

REQUISITION NUMBER: DRO-07-RQ2026

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,000,000.00

(b)(2)

000 28 MAR 2007 PM2:36