

Company Name:
Pricewaterhousecoopers, LLP

Contract Number:
GS-23F-0165N (GS23F0165N)

Order Number:
HSCCESS-09-F-00004 (HSCCESS09F00004)

Requisition/Reference Number:
192109SCPPMO00012

Period of Performance:
6/16/2009 through 12/15/2009

Services Provided:
Provides all personnel, facilities, equipment, material, supplies, and services to Secure Communities to develop and implement a strategic process to capture cost/expenditure data related to the full range for criminal alien enforcement lifecycle activity performed by ICE.

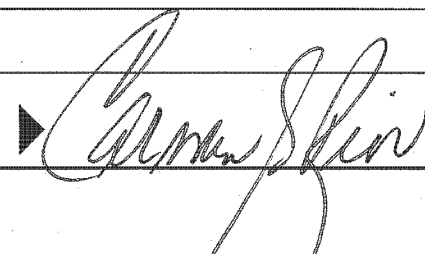
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 06/16/2009		2. CONTRACT NO. (If any) GS23F0165N		6. SHIP TO:	
3. ORDER NO. HSCSS-09-F-00004		4. REQUISITION/REFERENCE NO. 192109SCPPM00012		a. NAME OF CONSIGNEE ICE Assistant Secretary	
5. ISSUING OFFICE (Address correspondence to) ICE/Strategic Sourcing Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536				b. STREET ADDRESS Immigration and Customs Enforcement	
				c. CITY	e. ZIP CODE
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR PRICEWATERHOUSECOOPERS LLP				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 1800 TYSONS BLVD				REFERENCE YOUR:	
d. CITY MCLEAN				e. STATE VA	
				f. ZIP CODE 221024261	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Assistant Secretary	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS Net 30	

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)
	DUNS Number: b2High The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this task order as furnished by the Government) and otherwise do all Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				\$724,996.59		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-AS				\$724,996.59		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Carmen G. Rios TITLE: CONTRACTING/ORDERING OFFICER		

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

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/16/2009

GS23F0165N

HSCSS-09-F-00004

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>things necessary to, or incident to, performing and providing the following tasks and deliverables listed in the attached Performance Work Statement. The Government will monitor the contract performance in accordance with the attached Quality Assurance Surveillance Plan (QASP).</p> <p>This is a performance-based firm fixed-price task order under the Federal Supply Schedule - Financial and Business Solutions (FABS) for Immigration and Customs Enforcement (ICE), Office of Secure Communities (SC) to assist SC develop and implement a strategic process to capture cost/ expenditure data related to the full range of criminal alien enforcement lifecycle activity performed by ICE.</p> <p>The Procurement Points of Contact are:</p> <p>Carmen G. Rios, Contracting Officer (202) 732- [REDACTED] b6</p> <p>Juanita Jones, Sr. Contract Specialist (202) 732- [REDACTED] b6</p> <p>The Contracting Officer's Technical Representative (COTR) is designated as follows:</p> <p>Dalton Lilly Department of Homeland Security Immigration and Customs Enforcement Office of Secure Communities Program Management Office Office: 202-732- [REDACTED] b6</p> <p>All clauses and provisions from the General Services Administration Regulation (GSAR) from the applicable FSC Group of the Multiple Award Schedule and Federal Supply Schedule Program, and the specific GSA Continued ...</p>					

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

\$0.00

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

PAGE NO
3

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

DATE OF ORDER 06/16/2009 CONTRACT NO. GS23F0165N

ORDER NO.
HSCSS-09-F-00004

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Schedule contract referenced in Block 2 of the Optional Form 347, is hereby incorporated by reference.</p> <p>The full text of any GSA clauses may be obtained at the following URL: http://farsite.hill.af.mil/VFGSARA.htm Accounting Info: [REDACTED] b2High</p> <p>Period of Performance: 06/16/2009 to 12/15/2009</p> <p>DEVELOP AND IMPLEMENT AN ACTIVITY BASED COST MODEL TO CAPTURE COST/ EXPENDITURE DATA RELATED TO THE FULL RANGE OF CRIMINAL ALIEN ENFORCEMENT LIFECYCLE ACTIVITY PERFORMED BY ICE IN ACCORDANCE WITH THE TASKS IN THE PERFORMANCE WORK STATEMENT Product/Service Code: R703 Product/Service Description: ACCOUNTING OR FINANCIAL SERVICES</p> <p>By signing this order, the contractor agrees to perform in accordance with all terms and conditions of this task order.</p> <p><i>[Signature]</i> SIGNATURE</p> <p>TITLE: <u>Partner</u></p> <p>DATE: <u>6/16/09</u></p> <p>The total amount of award: \$724,996.59. The obligation for this award is shown in box 17(i).</p>	6	MO	120,832.765	724,996.59	

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

\$724,996.59

TASK ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE GSA CONTRACT

A.1 INVOICES

Invoices shall now be submitted via one of the following three methods:

a. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-AS Invoice

b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

c. By e-mail:

Invoice.Consolidation@dhs.gov

Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

A.2 RESERVED

A.3 NON-PERSONAL SERVICES

The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

Contractor personnel under this task order shall not (i) be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or (ii) be placed in a position of command, supervision, administration or control over Government personnel.

A.4 DELIVERABLES

The COTR, or other persons designated by the COTR, will have five (5) days from receipt from contractor in which to review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance with contract or task order requirements. The Contractor shall ensure the accuracy and completeness of all deliverables. The government will consider errors, misleading statements, incomplete, irrelevant information, excessive rhetoric, or repetition as deficiencies and the Contractor shall make corrections at no additional cost.

Task Number(s)	Deliverable	Due Date	Number of Copies	Receiving Party
N/A	Signed DHS Nondisclosure Agreement for all personnel on the contract	3 business days after receipt from ICE	3	COTR
N/A	IT Security Plan	30 days from contract award	3	CO/ COTR
1	Data Accuracy and Completeness Report	60 days from contract award	3	COTR
2	Cost Model Framework	60 days from contract award	3	COTR
3	Cost Model Requirements Document	60 days from contract award	3	COTR
4	Best Practices Report	55 days from contract award	3	COTR
5 & 6	Cost Model Options and Timeframes Report	81 days from contract award	3	COTR
7, 8, & 9	Populated Cost Model Pilot	150 days from contract award	3	COTR
10	Cost Model Documentation and Update Procedure	180 days from contract award	3	COTR
11	Long Term Strategy and Plan Document	180 days from contract award	3	COTR
11	Long Term Strategy and Plan Document	180 days from contract award	3	COTR

All reports shall be submitted to the COTR both in hard copy and on a computer disk with a version being in Microsoft Word format, where applicable.

A.5 HOLIDAYS AND ADMINISTRATIVE LEAVE

U. S. Immigration and Customs Enforcement personnel observe the following days as holidays:

- | | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Presidents' Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price,.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on-site under this contract on holidays set forth above.

In the event ICE grants administrative leave to its Government employees at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the contractor shall continue to provide sufficient staff personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or his/her duly appointed representative. In each instance when the site is closed to contractor personnel as a result of inclement weather, potentially hazardous conditions, or other special circumstances; the contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies.

A.6 SEPARATED EMPLOYEE INFORMATION TECHNOLOGY ACCESS REMOVAL

The Contractor shall be responsible for informing the COTR within three (3) days after separations of contractor employees who have been granted access to ICE IT systems.

A.7 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to sensitive or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and not appropriate such information to its own use or disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to information that--

- (1) At the time of receipt by the Contractor, is in the public domain
- (2) Is published by others after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor

(3) The Contractor can demonstrate was already in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies

(4) The Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain from each employee permitted access a written agreement, in a form satisfactory to the Contracting Officer, that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization or the Government directly concerned with the performance of the contract.

A.8 RESERVED

A.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

A.10 FAR 52.227-14 RIGHTS IN DATA -- GENERAL (DEC 2007)

(a) *Definitions.* As used in this clause--

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

(1) *Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative

works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

A.11 HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must

have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within **thirty (30)** days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within **two (2) months** after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

A.12 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006) -- ALTERNATE I (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**A.13 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
(JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)-

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held-

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants; (ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

 it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

A.14 HSAR 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting pertains to any future requirements from/ related to Activity Based Costing (ABC) Analysis/ Strategic Cost Modeling for the U.S. Immigration and Customs Enforcement - Secure Communities Program.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

 (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

 X (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

A.15 HSAR 3052.209-73 LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5-- Organizational Conflicts of Interest.

(b) The nature of this conflict is any future requirements from/ related to activity based costing or the information obtained from this requirement for the Secure Communities Program.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

A.16 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

NAME	POSITION
	<u>Senior Director</u>
	<u>Senior Topical Expert</u>

(End of clause)

A.17 HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

A.18 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

Performance Work Statement For Secure Communities' Activity-Based Costing Model

1.0 Introduction and Background:

Immigration and Customs Enforcement (ICE) within the U.S. Department of Homeland Security (DHS), has initiated a new program, Secure Communities (SC) to focus efforts on criminal aliens. This initiative is a comprehensive effort to increase national security and community safety by identifying, processing, and removing all removable criminal aliens in the custody of federal, state, and local authorities, beginning with those who pose the greatest known risk to public safety. It is based on a mandate from Congress in the Fiscal Year 2008 Appropriations Bill to "improve and modernize efforts to identify aliens convicted of a crime, sentenced to imprisonment, and who may be deportable, and remove them from the United States once they are judged deportable." In the Fiscal Year 2009, Appropriations Bill, Congress reiterated the mandate and expanded it to include deportable criminal aliens "whether in custody or at-large."

The Secure Communities program will build upon, and modernize, existing ICE programs to maximize their effectiveness. There are three existing programs which serve as the backbone for this program:

Criminal Alien Program (CAP), Office of Detention and Removal Operations (DRO): CAP is an existing ICE program which focuses on identifying, charging and removing criminal aliens from the United States by assigning teams to work at the local level in coordination with law enforcement agencies (LEAs) to remove criminal aliens from prisons and jails. These teams work in partnership with the LEAs to identify and initiate removal processing against criminal aliens while they are incarcerated. Through this program, ICE currently screens 100 percent of foreign born criminals incarcerated in all federal and state prisons.

Law Enforcement Support Center (LESC), Office of Investigations (OI): The LESL is DHS' single national point of contact for providing timely immigration status, identity information and real time assistance to federal, state, and local LEAs regarding suspected aliens accused or convicted of criminal activity.

287(g) Delegation of Authority, OI: The 287(g) program, as authorized by section 287(g) of the Immigration and Nationality Act, provides LEA officers with the necessary delegation of authority, training, resources, and latitude to enforce immigration law against aliens encountered as part of their law enforcement duties.

To oversee the Secure Communities program, ICE has established a program management office (PMO) to coordinate, collaborate, and facilitate current and new initiatives across ICE to enhance the effectiveness of the criminal enforcement process. This PMO provides a number of functions:

- Provide strategic direction and funding
- Leverage Interoperability between FBI and DHS fingerprint systems as a primary mechanism to identify criminal aliens
- Oversee the modernization of legacy DRO and LESL systems to determine immigration status and manage the detention and removal process
- Implement risk-based prioritization focused on violent criminal aliens on a 24/7 basis

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- Identify optimal future state capabilities (people, process, tools, infrastructure)
- Develop models to determine adequate bed space and transportation capacity
- Provide overall outreach and awareness
- Monitor implementation and reports to Congress, as well as internal and external stakeholders
- Manage acquisitions
- Manage projects and build needed capabilities

To accomplish its objective, Secure Communities has articulated four strategic goals:

- Identify and process all criminal aliens amenable for removal while in federal, state, and local custody;
- Enhance current detention strategies to ensure no removable criminal alien is released into the community due to a lack of detention space or an appropriate alternative to detention;
- Implement removal initiatives that shorten the time criminal aliens remain in ICE custody prior to removal, thereby maximizing the use of detention resources and reducing cost; and
- Maximize cost effectiveness and long term success through deterrence and reduced recidivism of criminal aliens returning to the United States.

The plan also uses a risk-based approach. Three levels will be used to allocate appropriate resources to identifying and determining the immigration status of aliens arrested for a crime that pose the greatest risk to the public.

- Level 1 – Individuals who have been convicted of major drug offenses and violent offenses such as murder, manslaughter, rape, robbery, and kidnapping;
- Level 2 – Individuals who have been convicted of minor drug offenses and mainly property offenses such as burglary, larceny, fraud, and money laundering; and
- Level 3 – Individuals who have been convicted of other offenses.

ICE plans to phase-in the implementation of this initiative, starting with Level 1 criminal aliens.

Secure Communities is transformational. It involves researching, examining, and testing better ways to perform the mission including transportation, detention, and legal procedures associated with the criminal alien enforcement enterprise. However this requires a solid and accurate baseline of current operational costs as well as the capability to price and evaluate alternatives to make informed decisions. Additionally, a prompt means to revise, update, and project costs as plans are updated is needed.

Based on this need, Secure Communities has a new initiative requirement for an Activity-Based Costing approach that will provide a more effective way to view and interpret Secure Communities cost information by measuring the cost and performance of business processes and their outputs.

2.0 Scope of Work:

The contractor shall provides assistance to develop and implement a strategic process to capture cost/expenditure data related to the full range of criminal alien enforcement lifecycle activity performed by ICE. The data will then be utilized using an Activity Based Costing approach to establish a baseline of expenditures, identify effectiveness and efficiencies of program alternatives, initiative process improvements, and provide the

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basis to make informed and intelligent prioritization and resource investment decisions while complying with Congressional reporting needs. The final products are all to be completed within this work effort.

3.0 Project Objectives:

- a.) Develop a working database complete with cost data that can be used in SC modeling of optimal solutions and to assist in making investment decisions
- b.) Document the cost objects (programs), activities, processes, resources, cost drivers, and output measures in the 5 phases of the criminal enforcement life cycle, which are Identify, Apprehend, Detain, Process, and Remove
- c.) Enable SC to determine “as-is” costs and to measure actual implementation costs for performance reporting

4.0 Project Tasks:

1. Inventory existing sources/systems of financial data and output measurements related to the criminal enforcement life cycle and assess level of accuracy and completeness.
2. Develop cost framework to meet SC objectives: identify and describe processes, activities, resources, and resource/activity drivers, including any allocation mechanisms to assign resources to activities.
3. Document the government’s requirements and develop the activity based cost model.
4. Identify and document best practices of similar industries for cost analysis.
5. Develop options and timeframes for developing a model to meet the stated requirements
6. Recommend to the government which phase(s) of the criminal enforcement life cycle should be piloted, based on availability/accuracy of data or percent contribution to overall cost.
7. Develop and populate model with resources, activities, cost objects, resource drivers, and activity drivers.
8. Provide modeling software and software installation and implementation.
9. Test the model and report results, ensure that it is fully operational.
10. Document the model and develop procedures to keep it up-to-date, to perform “what if analysis,” and to produce actual costs by SC performance metrics.
11. Develop long term strategy and plan for modeling remaining phases of the criminal enforcement life cycle to the level of detail needed to meet the objectives of Secure Communities.
12. Provide training on model use to include handling of updates for new activities.

5.0 Performance Requirements Summary:

The table below is the performance requirements summary (PRS) detailing the performance standard and method of surveillance for each task/measure. This PRS on the following page is designed to provide guidance to the contractor.

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PROJECT OBJECTIVE/ DELIVERABLE	PERFORMANCE METRIC	PERFORMANCE STANDARD	METHODOLOGY TO MEASURE PERFORMANCE	POSITIVE/ NEGATIVE PERFORMANCE INCENTIVE
Provide report of accuracy and completeness of existing financial data and output measurements	1. Draft report is provided to COTR on agreed upon date. 2. ICE shall inspect/accept this report in accordance with FAR 52.212-4(a) and advise if any information is inaccurate or incomplete. 3. PwC will make any requested updates to report and submit final report to COTR within five days. 4. Final report includes all updates requested by ICE.	Report properly captures status of all financial data	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Develop cost framework to meet SC objectives that includes processes, activities, resources, resource/activity drivers, and allocation mechanisms	1. Draft framework is provided to COTR on agreed upon date. 2. ICE shall inspect/accept this framework in accordance with FAR 52.212-4(a). 3. PwC will make any requested updates to framework and submit final version to COTR within five days. 4. Final framework includes all updates requested by ICE.	Framework depicts all required processes, activities, resources, drivers and allocation mechanisms	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Document the government's requirements for the model to be developed.	1. Draft document is provided to COTR on agreed upon date. 2. ICE shall inspect/accept this document in accordance with FAR 52.212-4(a). 3. PwC will make any requested updates to document and submit final report to COTR within five days. 4. Final document includes all updates requested by ICE.	Requirements specification/ document captures all required elements	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Provide best practices report of similar industries for cost analysis.	1. Draft best practice report is provided to COTR on agreed upon date. 2. ICE shall inspect/accept this report in accordance with FAR 52.212-4(a). 3. PwC will make any requested updates to report and submit final report to COTR within five days. 4. Final report includes all updates requested by ICE.	Report captures relevant best practices	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)

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PROJECT OBJECTIVE/ DELIVERABLE	PERFORMANCE METRIC	PERFORMANCE STANDARD	METHODOLOGY TO MEASURE PERFORMANCE	POSITIVE/ NEGATIVE PERFORMANCE INCENTIVE
Provide report of options and timeframes for developing model including recommendation of criminal enforcement life cycle for piloting	1. Draft report is provided to COTR on agreed upon date. 2. ICE shall inspect/accept this report in accordance with FAR 52.212-4(a). 3. PwC will make any requested updates to report and submit final report to COTR within five days. 4. Final report includes all updates requested by ICE.	Report properly includes all options with realistic timeframes	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Deliver modeling software populated with resources, activities, cost objects, resource and activity drivers, and allocation mechanisms.	1. Model software is populated with resources, activities, costs objects, resource and activity drivers, and allocation mechanisms and provided to COTR on agreed upon date. 2. Model performs as outlined in the Cost Model Requirements Document; data populated matches data provided; model performs as intended 95% of time.	Tested model performs as intended in 95% or more instances	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Document the model complete it and develop procedures to keep it up-to-date, to perform "what-if analysis," and to produce actual costs by performance metrics	1. Draft requirements document is provided to COTR on agreed upon date. 2. ICE shall inspect/accept the draft requirements document in accordance with FAR 52.212-4(a). 3. PwC will make any requested updates to draft requirements document and submit final report to COTR within five days. 4. Final requirements document includes all updates requested by ICE.	Requirements document properly captures all necessary elements as well as up-to-date procedures	100% validation	Not Applicable (Final submission will incorporate all requested revisions from draft submission)
Develop long term strategy and plan for modeling remaining phases of the criminal enforcement life cycle	1. Draft plan is provided to COTR on agreed upon date. 2. ICE shall inspect/accept the plan in accordance with FAR 52.212-4(a) to ensure 100% user satisfaction. 3. PwC makes updates to plan and submits final report to COTR within five days. 4. Final plan includes all updates requested by ICE.	100% user satisfaction with strategy and plan	Survey instruments to all users	Not Applicable (Final submission will incorporate all requested revisions from draft submission)

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PROJECT OBJECTIVE/ DELIVERABLE	PERFORMANCE METRIC	PERFORMANCE STANDARD	METHODOLOGY TO MEASURE PERFORMANCE	POSITIVE/ NEGATIVE PERFORMANCE INCENTIVE
Provide training on model use	1. After providing training to measure satisfaction with training and confidence in using model. 2. ICE shall inspect/accept the training in accordance with FAR 52.212-4(a) to ensure 100% user satisfaction. 3. PwC makes updates to training instruments and submits final instruments to COTR within five days. 4. Final training instruments include all updates requested by ICE.	100% user satisfaction with training and confidence of proficiency after completion of training	Survey instrument to all training participants	Not Applicable

6.0 Period of Performance:

The period of performance is from June 16, 2009 through December 15, 2009.

7.0 Place of Performance:

The primary work location will be at the contractor site in the Washington, DC Metropolitan area. However, at specific times, the Government will provide the contractor with computer access to data necessary for tasks performance. Contractors will be given access to this data at the following address:

500 PCN, 12th St., NW
Washington, DC.

8.0 Task Deliverables:

See section A.4 of the task order titled **DELIVERABLES**.

9.0 Assumptions and Constraints:

- The model must adhere to ICE CFO guidelines and standards for ABC modeling
- The task includes documentation to keep the model up-to-date and training of selected government personnel
- SC will provide its working documentation of processes, activities, costs, and performance measures in the criminal alien law enforcement cycle to assist the contractor in developing the cost structure
- Any hardware or software proposed or used by the contractor must be submitted and approved by the ICE CIO for compatibility and consistency with the ICE technical architecture

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- The contractor will need to access specific data and information from Government systems to perform the work. The following Government Furnished Property (GFP) and Government Furnished Information (GFI) will be provided:
 - Computer access stations
 - Telephones
 - Data from ICE systems for model development

REQUIRED SECURITY CLAUSE SENSITIVE /UNCLASSIFIED CONTRACTS

10.0 SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Task Order HSCSS-09-F-00004 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

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 to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. 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.

BACKGROUND INVESTIGATIONS

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. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security

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packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" via e-QIP (electronic Questionnaires for Processing) **(2 copies)** Form will be submitted Investigation
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. 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.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

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 OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

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The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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 report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. 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 report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU 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. The COTR will return the identification cards and building passes to the responsible ID Unit.

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.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU 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 OPR-PSU 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.

ATTACHMENT 1

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

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. or its replacement*. 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).

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).

ATTACHMENT 2
Quality Assurance Surveillance Plan

As a trusted adviser to the Federal government, PwC holds itself to the highest performance standards and is committed to delivering quality services and products. Our aim is to exceed ICE’s expectations in the quality, timing, and utility of services and products we provide for the SC program. The comprehensive Quality Assurance Surveillance Plan (QASP) outlined below recommends the standards by which ICE may evaluate our performance.

1. TASK ORDER TITLE: Secure Communities’ Activity-Based Costing Model

2. WORK REQUIREMENTS:

Task Number	Task Description
1	Provide report of accuracy and completeness of existing financial data and output measurements.
2	Develop cost framework to meet SC objectives that includes processes, activities, resources, resource/activity drivers, and allocation mechanisms.
3	Document the government’s requirements for the model to be developed.
4	Provide best practices report of similar industries for cost analysis.
5 & 6	Provide report of options and timeframes for developing model including recommendation of criminal enforcement life cycle for piloting.
7, 8, & 9	Deliver modeling software populated with resources, activities, cost objects, resource and activity drives.
10	Document the model complete it and develop procedures to keep it up-to-date, to perform “what-if analysis,” and to produce actual costs by performance metrics.
11	Develop long term strategy and plan for modeling remaining phases of the criminal enforcement life cycle.
12	Provide training on model use.

3. PRIMARY METHOD OF SURVEILLANCE: Due to the critical purpose of the SC Cost Model, a 100 percent inspection/validation method will be used to evaluate Tasks 1 through 10. The inspection/validation process will consist of a review of draft deliverables and an acceptance of final deliverables. Customer satisfaction surveys will be used to assess performance on client service oriented Tasks 11 and 12.

4. SCOPE OF PERFORMANCE: PwC will assist ICE in developing and implementing a strategic process to capture cost/expenditure data related to the full range of criminal alien enforcement activities the performed for the SC program. PwC will develop an SC Cost Model to establish a baseline of expenditures and assist ICE in identifying effectiveness and efficiency alternatives, formulating process improvement opportunities, and meeting Congressional reporting needs.

ATTACHMENT 2
Quality Assurance Surveillance Plan

5. PERFORMANCE STANDARDS: As stated in paragraph five of the PWS, the Tasks defined in section 2 above will be evaluated as follows:

Task 1 – Report properly captures status of all financial data

Task 2 – Framework depicts all required processes, activities, resources, drivers, and allocation mechanisms.

Task 3 – Requirements specification/document captures all required elements.

Task 4 – Report captures relevant best practices.

Tasks 5 & 6 – Report properly includes all options with realistic timeframes.

Task 7, 8, & 9 – Tested model performs as intended in 95% or more instances.

Task 10 – Requirements document properly captures all necessary elements as well as up-to-date procedures.

Task 11 – 100% user satisfaction with strategy and plan.

Task 12 – 100% user satisfaction with training and confidence of proficiency after completion of training.

6. ACCEPTABLE QUALITY LEVEL: The AQL for this project is 100% for Tasks 1 – 6 and 10 – 12. The AQL for Tasks 7 – 9 is 95 % as required in the PWS.

7. EVALUATION METHOD:

The method used to evaluate PwC's performance during the contract will be through 100% validation of deliverables and surveys to ascertain user satisfaction. The deliverable validation will consist of the COTR reviewing and providing comments on all draft deliverables submitted. The Acceptable level of performance (100%) will be determined based on whether updates requested on the draft version of the documents have been addressed in the final deliverables. In addition customer satisfaction surveys will be conducted to determine whether or not the end users are satisfied with the strategy and training. 100% satisfaction will be determined based upon a determination of whether any areas surveyed which required updates to training or strategy were implemented.

8. INCENTIVES (positive and/or negative): Incentives are not applicable to this contract.

Performance Work Statement For Secure Communities' Activity-Based Costing Model

1.0 Introduction and Background:

Immigration and Customs Enforcement (ICE) within the United States (U.S.) Department of Homeland Security (DHS), has initiated a new program, Secure Communities (SC) to focus efforts on criminal aliens. This initiative is a comprehensive effort to increase national security and community safety by identifying, processing, and removing all removable criminal aliens in the custody of federal, state, and local authorities, beginning with those who pose the greatest known risk to public safety. It is based on a mandate from Congress in the Fiscal Year 2008 Appropriations Bill to “improve and modernize efforts to identify aliens convicted of a crime, sentenced to imprisonment, and who may be deportable, and remove them from the United States once they are judged deportable.” In the Fiscal Year 2009, Appropriations Bill, Congress reiterated the mandate and expanded it to include deportable criminal aliens “whether in custody or at-large.”

The Secure Communities program will build upon, and modernize, existing ICE programs to maximize their effectiveness. There are three existing programs which serve as the backbone for this program:

Criminal Alien Program (CAP), Office of Detention and Removal Operations (DRO): CAP is an existing ICE program which focuses on identifying, charging and removing criminal aliens from the United States by assigning teams to work at the local level in coordination with law enforcement agencies (LEAs) to remove criminal aliens from prisons and jails. These teams work in partnership with the LEAs to identify and initiate removal processing against criminal aliens while they are incarcerated. Through this program, ICE currently screens 100 percent of foreign born criminals incarcerated in all federal and state prisons. ICE has provided all local jails with ICE points of contact and 24x7 call-in numbers for inquiries, but screens all foreign born nationals at about 10 percent of the approximately 3,100 local jails within the United States.

Law Enforcement Support Center (LESC), Office of Investigations (OI): The LESO is DHS' single national point of contact for providing timely immigration status, identity information and real time assistance to federal, state, and local LEAs regarding suspected aliens accused or convicted of criminal activity.

287(g) Delegation of Authority, OI: The 287(g) program, as authorized by section 287(g) of the Immigration and Nationality Act, provides LEA officers with the necessary delegation of authority, training, resources, and latitude to enforce immigration law against aliens encountered as part of their law enforcement duties.

To oversee the Secure Communities program, ICE has established a program management office (PMO) to coordinate, collaborate, and facilitate current and new initiatives across ICE to enhance the effectiveness of the criminal enforcement process. This PMO provides a number of functions including:

- Provides strategic direction and funding
- Leverages Interoperability between the Federal Bureau of Investigation (FBI) and DHS fingerprint systems as a primary mechanism to identify criminal aliens
- Oversees the modernization of legacy DRO and LESC systems to determine immigration status and manage the detention and removal process
- Implements risk-based prioritization focused on violent criminal aliens on a 24x7 basis
- Identifies optimal future state capabilities (people, process, tools, infrastructure)
- Develops models to determine adequate bed space and transportation capacity
- Provides overall outreach and awareness
- Monitors implementation and reports to Congress, as well as internal and external stakeholders
- Manages acquisitions
- Manages projects and build needed capabilities

To accomplish its objective, Secure Communities has articulated four strategic goals:

- Identify and process all criminal aliens amenable for removal while in federal, state, and local custody;
- Enhance current detention strategies to ensure no removable criminal alien is released into the community due to a lack of detention space or an appropriate alternative to detention;
- Implement removal initiatives that shorten the time criminal aliens remain in ICE custody prior to removal, thereby maximizing the use of detention resources and reducing cost; and
- Maximize cost effectiveness and long term success through deterrence and reduced recidivism of criminal aliens returning to the United States.

The plan also uses a risk-based approach. Three levels will be used to allocate appropriate resources to identifying and determining the immigration status of aliens arrested for a crime that pose the greatest risk to the public.

- Level 1 – Individuals who have been convicted of major drug offenses and violent offenses such as murder, manslaughter, rape, robbery, and kidnapping;
- Level 2 – Individuals who have been convicted of minor drug offenses and mainly property offenses such as burglary, larceny, fraud, and money laundering; and
- Level 3 – Individuals who have been convicted of other offenses.

ICE plans to phase-in the implementation of this initiative, starting with Level 1 criminal aliens.

Secure Communities is transformational. It involves researching, examining, and testing better ways to perform the mission including transportation, detention, and legal procedures associated with the criminal alien enforcement enterprise. However this requires a solid and accurate baseline of current operational costs as well as the capability to price and evaluate alternatives to make informed decisions. Additionally, a prompt means to revise, update, and project costs as plans are updated is needed.

Based on this need, Secure Communities has a new initiative requirement for an Activity-Based Costing (ABC) approach that will provide a more effective way to view and interpret Secure Communities cost information by measuring the cost and performance of business processes and their outputs.

2.0 Purpose and Scope of Work:

The purpose of this acquisition is to acquire assistance for ICE to develop and implement a strategic process to capture cost/expenditure data related to the full range of criminal alien enforcement lifecycle activity performed by ICE. The data will then be analyzed using an Activity-Based Costing approach to establish a baseline of expenditures, identify effectiveness and efficiencies of program alternatives, initiative process improvements, and provide the basis to make informed and intelligent prioritization and resource investment decisions while complying with Congressional reporting needs.

3.0 Project Objectives:

- a.) Develop a database of cost data that can be used in SC modeling of optimum solutions and to assist in making investment decisions
- b.) Document the cost objects (programs), activities, processes, resources, cost drivers, and output measures in the five phases of the criminal enforcement life cycle, which are Identify, Apprehend, Detain, Process, and Remove
- c.) Enable SC to determine “as-is” costs and to measure actual implementation costs for performance reporting

4.0 Project Tasks:

1. Inventory existing sources/systems of financial data and output measurements related to the criminal enforcement life cycle and assess level of accuracy and completeness.
2. Develop cost framework to meet SC objectives: identify and describe processes, activities, resources, and resource/activity drivers, including any allocation mechanisms to assign resources to activities.
3. Document the government’s requirements for the model to be developed.
4. Identify and document best practices of similar industries for cost analysis.

5. Develop options and timeframes for developing a model to meet the stated requirements.
6. Recommend to the government which phase(s) of the criminal enforcement life cycle should be piloted, based on availability/accuracy of data or percent contribution to overall cost.
7. Develop and populate model with resources, activities, cost objects, resource drivers, and activity drivers.
8. Provide modeling software and software installation and implementation.
9. Test the model and report results.
10. Document the model and develop procedures to keep it up-to-date, to perform “what if analysis,” and to produce actual costs by SC performance metrics.
11. Develop long term strategy and plan for modeling remaining phases of the criminal enforcement life cycle to the level of detail needed to meet the objectives of Secure Communities.
12. Provide training on model use to include handling of updates for new activities.

5.0 Task Deliverables:

Deliverable	Due Date
Activity-Based Costing Model	August 1, 2009
Activity-Based Costing Model Documentation	August 1, 2009
Training Session(s) & Training Documentation	August 1, 2009

6.0 Assumptions and Constraints:

- The model must adhere to ICE Chief Financial Officer (CFO) guidelines and standards for ABC modeling
- The task includes documentation to keep the model up-to-date and training of selected government personnel
- SC will provide its working documentation of processes, activities, costs, and performance measures in the criminal alien law enforcement cycle to assist the contractor in developing the cost structure
- Any hardware or software proposed or used by the contractor must be submitted and approved by the ICE Chief Information Officer (CIO) for compatibility and consistency with the ICE technical architecture

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. P00001	3 EFFECTIVE DATE 10/05/2009	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. (If applicable)	
6 ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536	CODE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/CR/COMPLIANCE	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PRICewaterhouseCOOPERS LLP 1800 TYSONS BLVD MCLEAN VA 221024261		(x) 9A AMENDMENT OF SOLICITATION NO.		
		9B DATED (SEE ITEM 11)		
		x 10A MODIFICATION OF CONTRACT/ORDER NO. GS23F0165N HSCSS-09-F-00004		
		10B DATED (SEE ITEM 13) 06/16/2009		
CODE b2High	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 _____ 0 copies to the issuing office

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

DUNS Number: b2High


1. The purposes of this administrative modification are to change the Procurement Points of Contact on page 2 of the task order, and to change the "Attention" line in paragraph A.1 a INVOICES on page 4 of the task order to read "ICE/SCP Invoice".

2. The Procurement Points of Contact are:

- a. David S. Vroom, Contracting Officer
202-732- [REDACTED] b6
- b. Mark Jesten, Deputy Assistant Director
202-732- [REDACTED] b6

c. The Contracting Officer's Technical Representative (COTR) is designated as follows:
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) David Vroom	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED	16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 10/5/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS23F0165N/HSCCESS-09-F-00004/P00001

PAGE OF
 2 | 2

NAME OF OFFEROR OR CONTRACTOR
 PRICEWATERHOUSECOOPERS LLP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Scott R. Lorick Department of Homeland Security Immigration and Customs Enforcement Office of Secure Communities Program Management Office Office: 202-732- [REDACTED] b6</p> <p>3. Paragraph A.1.a. is changed to read as follows: a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE/SCP Invoice</p> <p>4. All other terms and conditions remain the same.</p> <p>Period of Performance: 06/16/2009 to 12/15/2009</p>				