

OF SUPPLIES OR SERVICES

PAGE OF PAGES

1 11

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

| | | |
|----------------------------------|--|---|
| 1 DATE OF ORDER 09/29/2006 | 2 CONTRACT NO. (if any) HSHQDC-06-D-00024 | 6 SHIP TO: |
| 3 ORDER NO. HSHQDC-06-J-00469 | 4 REQUISITION/REFERENCE NO. RIIA-06-00083 | a. NAME OF CONSIGNEE Mission Critical Infrastructure Ops |

| | | |
|---|---|----------------------|
| 5. ISSUING OFFICE (Address correspondence to) U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | b. STREET ADDRESS 19844 Blue Ridge Mountain Road Building 430 Attn: Steve Crosby | |
| c. CITY Bluemont | d. STATE VA | e. ZIP CODE 20135 |

| | |
|--|------------------|
| 7. TO: | f. SHIP VIA |
| a. NAME OF CONTRACTOR GENERAL DYNAMICS ONE SOURCE LLC | 8. TYPE OF ORDER |

| | | |
|----------------------------------|--------------------------------------|---|
| b. COMPANY NAME | <input type="checkbox"/> a. PURCHASE | <input checked="" type="checkbox"/> b. DELIVERY |
| c. STREET ADDRESS 77 A STREET | REFERENCE YOUR: | Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. |
| d. CITY NEEDHAM | e. STATE MA | |

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|---|--|
| 9. ACCOUNTING AND APPROPRIATION DATA 2006 MA 10 1002 0410 2572 | 10. REQUISITIONING OFFICE Department of Homeland Security |
|---|--|

| | |
|--|---------------------------------|
| 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"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED | |

| | | | |
|------------------------------|------------------------------|---|------------------------------|
| 13. PLACE OF | 14. GOVERNMENT B/L NO. | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | 16. DISCOUNT TERMS Net 30 |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|-------------------------|-------------|-------------------|---------------|--------------------------|
| | Tax ID Number: (b)(4) DUNS Number: 610320215+0000 Continued ... | | | | | |

| | | | |
|---|---------------------------|----------------------|---------------------------|
| 18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO. | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | |
| a. NAME FEDERAL LAW ENFORCEMENT CENTER | | | \$923,593.51 |
| b. STREET ADDRESS (or P.O. Box) Finance Division - Bldg 66 1131 CHAPEL CROSSING ROAD ATTN: Rosemary Bonner | | | 17(i) GRAND TOTAL |
| c. CITY GLYNCO | d. STATE GA | e. ZIP CODE 31524 | |

| | |
|--|---|
| 22. UNITED STATES OF AMERICA BY (Signature) | 23. NAME (Typed) Barbara A. Janitis TITLE: CONTRACTING/ORDERING OFFICER |
|--|---|

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE OF PAGES

2

11

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

DATE OF ORDER

CONTRACT NO

ORDER NO.

09/29/2006

HSHQDC-06-D-00024

HSHQDC-06-J-00469

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | Admin Office: U.S. Dept. of Homeland Security Office of Procurement Operations Prep & Info Analysis Acq Division 245 Murray Lane, SW Building 410 Washington DC 20528 Period of Performance: 09/29/2006 to 09/28/2007 | | | | | |
| 0001 | T&M - Not-to-Exceed (b)(4) Professional services and data in accordance with Tasks 5.1 though 5.9 as stated in the attached statement of work entitled, "Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications Support". | 1 | LO | | | |
| 0002 | T&M - Not-to-Exceed: (b)(4) Travel in accordance with the attached statement of work entitled, "Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications." | 1 | LO | | (b)(4) | |
| 0003 | T&M - Not-to-Exceed (b)(4) Hardware/software in accordance with Section 11.2 of the attached statement of work entitled "Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications." | 1 | LO | | | |
| 0004 | Optional Task: T&M - Not-to-Exceed: \$650,000.00: Professional services and data in accordance with Task 5.10 of the attached statement of work entitled, "Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications." Amount: (b)(4) (Option Line Item) 11/01/2006 Product/Service Code: D399 Product/Service Description: OTHER ADP & TELECOMMUNICATIONS SERVICES Continued ... | 1 | LO | | | |

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

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

PAGE OF PAGES

3 11

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

DATE OF ORDER
09/29/2006

CONTRACT NO.
HSHQDC-06-D-00024

ORDER NO.
HSHQDC-06-J-00469

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY ORDERED (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) | QUANTITY ACCEPTED (G) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | The total amount of award: \$1,573,593.51. The obligation for this award is shown in box 17(i). | | | | | |

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

DEPARTMENT OF HOMELAND SECURITY
Office of the Chief Information Officer -
Infrastructure Operations -
Mission Critical Infrastructure Operations
STATEMENT OF WORK (SOW)

1. PROJECT TITLE: Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications Support

2. BACKGROUND:

In December 2002 the Office of the Chief Information Officer (OCIO) deployed the first phase of the DHS Secure Initiative to all State Emergency Operations Centers (EOCs). The purpose of this initiative was to provide the Office of Homeland Security with a secure means of communicating with the various State Governors which included secure video teleconferencing, secure voice, and secure facsimile capabilities (i.e., DHS Secure Initiative).

In mid-2004 the OCIO was asked to assist in the development of a secure data network within the United States. After a review of the requirement and availability of existing DHS capabilities it was agreed to utilize the existing resources of the DHS Secure Initiative already in place, specifically utilizing the video teleconferencing component of the DHS Secure Initiative. DHS OCIO then tasked the Mission Critical Infrastructure Operations (MCIO) Team with providing this support. Therefore, MCIO has a need to provide on-going support to the current systems in place. In addition, DHS has identified the need for the expansion and enhancement of the system and operational capabilities.

3. SCOPE:

The Contractor shall provide operations and data communications technical support to all DHS' Audio/ Video Teleconferencing (AV/VTC) sites and HSIN-S sites. This effort falls under Functional Area 2 – Operations and Maintenance.

4. APPLICABLE DOCUMENTS:

Not applicable

5. SPECIFIC TASKS:

5.1 Task Order Management Plan

The Contract shall provide a Task Order Management Plan that describes the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule required throughout Task Order execution.

5.2 Server Administration:

The Contractor shall provide server administration support that includes, but is not limited to,

- 5.2.1 User Account management, Back-up administration, security administration, installing and configuring updated software patches,
- 5.2.2 Management of servers (e.g. are up and available and meet DHS security requirements).

5.3 User Administration:

The Contractor shall provide user administration support that includes, but is not limited to,

- 5.3.1 Management of a fully integrated secure communications capability, including voice, data and video.
- 5.3.2 Creation and management of User Accounts, verifying that Users are cleared to access systems, creating new accounts, setting up secure phone equipment, laptops, video and other equipment accounts,
- 5.3.3 Configuration, testing, and management of workstations for deployment to remote site locations.
- 5.3.4 Management of currently deployed remote workstations

5.4 Portal Administration:

The Contractor shall provide portal administration support that includes, but is not limited to,

- 5.4.1 Ensuring the availability of the web-based portal applications, verifying that the portal meets current DHS security policies, back-up, installing and updating software patches.

5.5 Data Base Administration:

The Contractor shall provide data base administration support that includes, but is not limited to,

- 5.5.1. Managing the SQL databases,
- 5.5.2 Ensuring the availability of the web-based portal applications, verifying that the portal meets current DHS security policies, backing-up data, installing and updating software patches,
- 5.5.3 Development, implementation, and maintenance of databases.

5.6 Engineering Services:

The Contractor shall provide engineering services support that includes, but is not limited to,

- 5.6.1 Updating the design and engineering plans for DHS's AV/VTC sites and HSIN-S sites,
- 5.6.2 Updating initial design and implementing project plans, VISO diagram, current and intended systems changes,
- 5.6.3 Providing Certification & Accreditation (C&A) package updates,
- 5.6.4 Ensuring that documentation meets the DHS policy for work configuration management.

5.7 Audit Reports Support:

The Contractor shall provide audit reports support that includes, but is not limited to,

- 5.7.1 Reviewing current performance, status and/or audit requirement documentation for completion, compliance, consistency, and accuracy in accordance with Federal, DHS and MCIO policies.
- 5.7.2 Updating current performance, status and/or audit requirement documentation in order to align to current and future MCIO requirements.
- 5.7.3 Developing, implementing and managing new performance, status, and/or audit reporting requirements.
- 5.7.4 Managing performance, status, and/or audit reporting requirements.

5.8 Systems Integration Support:

The Contractor shall provide system integration support that includes, but is not limited to,

- 5.8.1 Ensuring that all new implementations are within DHS standards for integration with internal DHS components and other Agencies.
- 5.8.2 Integration of additional/enhanced features, infrastructure.

5.9 Equipment Management/Inventory/Maintenance:

The Contractor shall provide equipment management/inventory/maintenance support that includes, but is not limited to,

- 5.9.1 Developing, implementing, and managing of all DHS enterprise secure and non-secure equipment inventory system,
- 5.9.2 Developing a consolidated inventory of all secure and non-secure equipment.

5.10 Optional Task – DHS Enterprise VTC Maintenance Support:

This is an optional task that encompasses DHS enterprise wide VTC maintenance support, wherein the Contractor would be supporting various DHS Agencies. There are currently one hundred twenty-eight (128) sites around the country. Below are the services required to provide this type of support.

- 5.10.1 Advanced Maintenance – Next Day on-site repair with parts and labor
- 5.10.2 Benchmarking and Best Practices – The assessment and evaluation of the implementation of VTC across those elements of DHS that are covered under the maintenance agreement in order to identify and recommend best practices to improve the use of video by DHS.
- 5.10.3 Installed Base Inventory – Keeping track and managing, by serial number, all the elements of the secure/non-secure VTC systems across DHS.
- 5.10.4 Solution Architect Consulting - Providing expertise to develop solutions to meet requirements of the DHS VTC network.
- 5.10.5 Training
- 5.10.6 7 x 24 telephone support
 - 5.10.6.1 Dedicated 1- 800 Number

The Not-To-Exceed (NTE) value for Task 5.10 is \$650,000.00.

6. DELIVERABLES AND DELIVERY SCHEDULE:

| Deliverable | Description | Delivery Date |
|----------------------------|--|---|
| Task Order Management Plan | The Task Order Management Plan describes the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule required throughout Task Order execution. | Ten (10) days after Award |
| Monthly Status Report | This narrative report shall include, but not be limited to, the overall status, and any additional recommendations to increase the program implementation or technical efficiency. | Monthly on the 10 th the month |
| Cost Report | A monthly report that includes, at a minimum, man-hour cost data (by labor category), accumulated funds, funding spent, and balance remaining | Monthly – on the 10 th the month |
| Weekly Status Report | A weekly report that reflects the tasks and actions completed during the period of time in question for each individual performing under this SOW. At a minimum, the report shall include: <ul style="list-style-type: none"> a. A description of the tasks completed and a forecast of tasks b. Issues/problems encountered and recommended solutions c. Action item tracking and resolution | Weekly – on the Friday week. |

All Deliverables shall be submitted by the Contractor in electronic copy, along with one (1) hardcopy, to the COTR identified in the SOW. Electronic copies shall be compatible with a PC operating in a Windows environment using Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Microsoft Project, and Microsoft Access. Electronic copies may be provided on a CD as agreed by both parties. When electronic submission is used the Contractor shall ensure appropriate measures are used for security and encryption of transmission of the information.

7. GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION:

7.1 Government Furnished Information (GFI):

The Government shall provide the Contractor the following GFI.

| Item |
|--|
| DHS Policies and Procedures |
| Organizational Charts |
| Engineering plans, project plans, and VISO diagram |

7.2 Government Furnished Equipment (GFE):

The Government will furnish the necessary equipment to ensure the Contractor has a sufficient means to perform the work as outlined in this SOW. GFE may include, but is not limited to, laptop or computer, telephone and blackberry. Access to this GFE, electronic mail and voice mail shall only be provided once the Contractor personnel passes any required background and security checks as outlined in this SOW.

8. PLACE OF PERFORMANCE:

The work performed under this SOW shall be performed at the following Government site.
19844 BLUE RIDGE MOUNTAIN ROAD
BLD 407
BLUEMONT, VA 20135

The standard workday for Contractor personnel shall be from 7:00 AM to 5:00 PM. Tasks 5.2 through 5.9 may in the event of a crisis situation and or a permanent change in day to day operations require Contractor to provide 24x7 support.

Work Space:

The Government will provide the on-site work space needed for the Contractor to perform the work as outlined under this SOW. The Government may provide work space, on an as-available basis, while traveling in performance of this SOW.

9. PERIOD OF PERFORMANCE:

The period of performance for this SOW is three hundred sixty-five (365) calendar days after Award.

10. SECURITY:

All contractor personnel selected to perform under this SOW must be cleared to TOP SECRET level at a minimum. All personnel will undergo a screening by the Government and be formally accepted by the COTR prior to beginning work.

10.1 General

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

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access

to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

10.2 Employment Eligibility

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

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

10.3 Continued Eligibility

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee 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 DHS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

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

11. OTHER:

11.1 POINT OF CONTACTS:

Primary Contracting Officer's Technical Representative (COTR):

Name: Steven N. Crosby

Address: 19844 BLUE RIDGE MOUNTAIN ROAD
BLUEMONT, VA 20135 BLD 407

Voice: (b)(6)

Fax: (540) 258-2577/2597

Email: (b)(6)

Alternate COTR:

Name: (b)(6)
Address: 19844 BLUE RIDGE MOUNTAIN ROAD
BLUEMONT, VA 20135 BLD 407
Voice: (b)(6)
Fax: (540) 258-2577/2597
Email: (b)(6)

Program Manager:

Thomas Ringer
Address: 19844 BLUE RIDGE MOUNTAIN ROAD
BLUEMONT, VA 20135 BLD 407
Voice: (b)(6)
(b)(6)

11.2 TRAVEL AND OTHER DIRECT COSTS (ODC):

Travel:

Contractor personnel will be required to travel to support the requirements of this SOW. Travel will be within in the Continental United States (CONUS) and U.S. Territories. Possible locations that the Government may request travel are, but are not limited to; Stennis, MS; Martinsburg, WV; Berryville, VA. The Contractor shall not be reimbursed for local travel, which is defined as travel to and from the Contractor personnel's home and primary work site.

The Contractor shall coordinate specific travel arrangements with the COTR and obtain advance, written approval for the travel about to be conducted. The Contractor's request shall be in writing and contain the dates, locations and estimated costs of the travel.

The Government anticipates estimated travel costs to Not-to-Exceed \$70,998.40

ODC:

The Contractor maybe requested to purchase hardware/software in order to support the requirements as described in this SOW. Any hardware/software purchased must be considered to be critical and related to the services being acquired under this SOW. All purchases must be competed and the Contractor shall provide documentation to the CO on how they intend to compete. All requests shall go to the CO prior to purchasing the hardware/software. The CO will coordinate with the COTR for the purchases, and then the CO will provide written approval for the Contractor to purchase hardware/software.

The Government anticipates estimated ODC costs to Not-to-Exceed \$4,000.00.

11.3 SECTION 508

39.203(b) (3) and (c) (2) for Electronic and Information Technology; Compliance with Section 508 of the Rehabilitation Act of 1973, 1988 Amendments

Section 508 requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities and members of the public with disabilities seeking information or services from a federal agency, have comparable access to and use of information and data as employees and members of the public who have no disabilities, unless an undue burden would be imposed on the agency. By submitting a bid or offer in response to this solicitation, the contractor makes an affirmative statement that the product or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194) as specified in the Statement of Work or in the technical specifications, as a minimum.

11.4 GOVERNMENT ESTIMATE

For Tasks 5.1 through 5.9 the government estimates 13,440 labor hours of the following labor categories:

- Systems Engineer – Sr
- System Administrator – Jr
- Systems Administrator
- Help Desk Specialist
- Intermediate Configuration Mgmt Specialist
- Database Management Specialist

| Polycom "Proprietary and Confidential" | | | | |
|---|---------|-----|----------------|--------|
| DHS EOC.GOV | | | | |
| Enterprise Services quote dated Feb. 1, 2007 | | | | |
| HS-P-7-002 | | | | |
| Quote only valid for 30 days. | | | | |
| Description | Region | Qty | Extended Price | |
| Premier Plus 1 Year, MGC100 S/N 40634 ① DHS Hub, Nebraska Ave - State Local/ODP (Service price represents 12% of \$822,100 product list price) | EOC.GOV | | | |
| Premier Plus 1 Year, MGC100 S/N 3374 ① DHS Hub, Nebraska Ave - State Local/ODP (Service price represents 12% of \$637,308 product list price) | EOC.GOV | | | |
| Premier 1 Year, Adtran 890 ① DHS Hub, Nebraska Ave - State Local/ODP | EOC.GOV | | | |
| Premier 1 Year, Adtran 890 DHS Backup ① Mt Weather - State Local/ODP | EOC.GOV | | | |
| Premier 1 Year, MGC 100 S/N 40633 DHS Backup ① Mt Weather - State Local/ODP (Service price represents 8% of \$508,100 product list price) | EOC.GOV | | | |
| Premier 1 Year, MGC 100 S/N 3373 DHS Backup ① Mt Weather - State Local/ODP (Service price represents 8% of \$280,508 product list price) | EOC.GOV | | | |
| Premier 1 Year, GMS 500 License #: XGMS-211004-E009 ① Mt Weather - State Local/ODP | EOC.GOV | | | |
| Premier 1 Year, PathNavigator 500 License #: XPNV-251004-C714 ① Mt Weather - State Local/ODP | EOC.GOV | | | |
| Premier Plus 1 Year, ViewStation FX secure configuration - State Local/ODP network nationwide | EOC.GOV | | | (b)(4) |
| Premier Plus 1 Year, ViewStation FX, VS4000 ① DHS Hub, Nebraska Ave - State Local/ODP | EOC.GOV | | | |
| Premier Plus 1 Year, ViewStation Executive Coll, Dual 50in. Plasma Monitor ① DHS Hub, Nebraska Ave - State Local/ODP EOL-SVC 9-30-2010* | EOC.GOV | | | |
| Premier 1 Year, VSX3000 ① Mt Weather | EOC.GOV | | | |
| Premier 1 Year, VSX7000 ① Mt Weather | EOC.GOV | | | |
| Premier Plus 1 Year, CP-3035 VSX7000 Executive w/Dual 50" Plasma monitors ① DHS HQ | EOC.GOV | | | |
| Premier 1 Year, PVX 26 to 50 Licenses, KB 11945A (PO# 009731) | EOC.GOV | | | |
| Premier 1 Year, VSX7000 KB-11945A (PO# 009731) | EOC.GOV | | | |
| Premier 1 Year, VSX8000 KB-11945A (PO# 009731) | EOC.GOV | | | |
| Premier 1 Year, SSVTX1000 KB-11945A (PO# 009731) | EOC.GOV | | | |
| Premier 1 Year, Vortex EF2241 KB-11945A (PO# 009731) | EOC.GOV | | | |

| | | | | |
|---|---------|--------|--|--|
| Premier 1 Year, Media Center 1LCD 32 120v | EOC.GOV | (b)(4) | | |
| Prepaid Pack of 10 Days Training @ Polycom Training Facility | EOC.GOV | | | |
| Solution Architect Consulting Days | EOC.GOV | | | |
| Enterprise Services - Custom Support Services - Elite Services Uplift for Polycom Branded Services (Hours/Year) | | | | |
| Column Totals | | | | |

| | | | | | |
|--|------------------------------------|---|--------------------------------|----------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. RUIO-07-00086 | 5. PROJECT NO. (if applicable) | | |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPG/PREP/IA | 7. ADMINISTERED BY (if other than item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Prep & Info Analysis Acq Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPG/PREP | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 77 A STREET NEEDHAM MA 024942806 | | 9A. AMENDMENT OF SOLICITATION NO. (x) | | | |
| CODE 6103202150000 | | FACILITY CODE | | | |
| | | 9B. DATED (SEE ITEM 11) | | | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-06-J-00469 | | | |
| | | 10B. DATED (SEE ITEM 11) 09/29/2006 | | | |

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 the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$614,983.00
OIN001-000-IT-21-14-04-000-02-05-0500-00-00-00-00-(GE)-OE-31-16-000000

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

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.207 Bilateral modification to Exercise Optional task |
| | D. OTHER (Specify type of modification and authority) |

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

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

Tax ID Number: (b)(4)
DUNS Number: 610320215+0000

The purpose of this modification is to bilaterally exercise the Optional Task for Enterprise VTC Maintenance at the firm-fixed price of \$614,983.00 (as agreed).

Accordingly,

1) The revised pricing for this optional task is listed in quote no. HS-P-7-002 dated February 1, 2007. Therefore, the aforementioned quote is hereby incorporated and made part of this order.

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.

| | | |
|--------|--|----------------------------|
| (b)(6) | 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracts Manager Sheila Holmes | |
| | 15C. DATE SIGNED 2-2-07 | 15D. DATE SIGNED (b)(6) |

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00024/HSHQDC-06-J-00469/P00001

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
| 0005 | <p>2) Decrease CLIN 0004 (base) NOT-TO-EXCEED amount from (b)(4)</p> <p>3) Exercise CLIN 0004 in the amount of (b)(4)</p> <p>4) Increase total obligated amount from (b)(4)</p> <p>5) All other terms and conditions herein remain the same. Delivery: 2 Days After Award Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Drive Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Period of Performance: 09/29/2006 to 09/28/2007</p> <p>Add Item 0005 as follows: Exercise 5.10 Optional Task - DHS Enterprise VTC Maintenance Support. (SECURE/NON-SECURE VTC Operations & Data Communications Support services)</p> | | | | (b)(4) |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 21

2. AMENDMENT/MODIFICATION NO.

P00002

3. EFFECTIVE DATE

04/16/2007

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

DHS/OPO/PREP/IA

7. ADMINISTERED BY (If other than Item 6)

CODE

DHS/OPO/PREP

U.S. Dept. of Homeland Security
Office of Procurement Operations
PREP/INTL Acquisition Suprt. Branch
245 Murray Lane, SW
Building 410
Washington DC 20528

U.S. Dept. of Homeland Security
Office of Procurement Operations
Prep & Info Analysis Acq Division
245 Murray Lane, SW
Building 410
Washington DC 20528

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

GENERAL DYNAMICS ONE SOURCE LLC
77 A STREET
NEEDHAM MA 024942806

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

HSHQDC-06-D-00024

HSHQDC-06-J-00469

10B. DATED (SEE ITEM 11)

09/29/2006

CODE 6103202150000

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.

| | |
|------------------|---|
| <u>CHECK ONE</u> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 17.207 Bilateral Modification (Mutual Agreement of Parites) |
| | 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.)

Tax ID Number: (b)(4)

DUNS Number: 610320215+0000

1. The purpose of this no-cost modification is to revise Section 10 of the Statement of Work (SOW) entitled, "Security for Classified and Sensitive Requirements," and incorporate the DD Form 254, Contract Security Classification Specification.

2. All other terms and conditions remain unchanged and in full effect.

Period of Performance: 09/29/2006 to 09/28/2007

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) | |
| | | Sheila Holmes | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| _____ (Signature of person authorized to sign) | | _____ (Signature of Contracting Officer) | |

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00003 05/13/2006 RUIO-07-00241

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 DHS/OPO/PREP/IA DHS/OPO/PREP

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 PREP/INTL Acquisition Suprt. Branch
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

U.S. Dept. of Homeland Security
 Office of Procurement Operations
 Prep & Info Analysis Acq Division
 245 Murray Lane, SW
 Building 410
 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 GENERAL DYNAMICS ONE SOURCE LLC
 77 A STREET
 NEEDHAM MA 024942806

9A. AMENDMENT OF SOLICITATION NO.
 (x)

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSHQDC-06-D-00024
 HSHQDC-06-J-00469

10B. DATED (SEE ITEM 11)
 09/29/2006

CODE 6103202150000 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)
 N/A Net Increase: \$417,260.80

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

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

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 copies to the issuing office

14. DESCRIPTION OF AMEN (b)(4) nized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: (b)(4)
 DUNS Number: 610320215+0000

The purpose of this modification is as follows:

1. The skill mix is revised to add the following labor categories and the associated rates:

- 2 Engineers (b)(4) Hourly Rate) Labor Category
- 1 Project Manager (b)(4) Hourly Rate) Labor Category
- 1 Senior IT Consultant (b)(4) Hourly Rate) Labor Category

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)
 (b)(6) Contracts Michael B. Smith
 15C. DATE SIGNED 18C. DATE SIGNED
 6/13/07 (b)(6) 6/17/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00024/HSHQDC-06-J-00469/P00003

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>2. The task order ceiling price is raised to (b)(4)</p> <p>3. The total amount of funding is increased from (b)(4)</p> <p>4. The task order period of performance is extended through September 28, 2007.</p> <p>5. Optional Task 1 T&M -Not-to-Exceed: (b)(4) for services in support of DHS Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications network is hereby incorporated into this task order. Optional Task Period of Performance shall be September 29, 2007 through October 31, 2007.</p> <p>6. Optional Task 2 T&M -Not-to-Exceed: (b)(4) for services in support of DHS Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications network is hereby incorporated into this task order. Optional Task Period of Performance shall be November 1, 2007 through November 30, 2007.</p> <p>7. Optional Task 3 T&M -Not-to-Exceed: (b)(4) for services in support of DHS Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications network is hereby incorporated into this task order. Optional Task Period of Performance shall be December 1, 2007 through December 31, 2007.</p> <p>8. All other terms and conditions unless modified herein remain unchanged. Discount Terms: Net 30 Delivery Location Code: DHS Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>Mark For: Department of Homeland Security Office of Procurement Operations 245 Murray Lane Bldg. 410 Washington DC 20528</p> <p>FOB: Destination Continued ...</p> | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSHQDC-06-D-00024/HSHQDC-06-J-00469/P00003

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
GENERAL DYNAMICS ONE SOURCE LLC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0006 | Period of Performance: 09/29/2006 to 09/28/2007 Add Item 0006 as follows: Funding for Technical and engineering support services in support of DHS Secure/Non-secure Video Teleconferencing (VTC) Operations and Data Communications network. | | | | (b)(4) |

| | | | |
|--|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. P00004 | 3. EFFECTIVE DATE 07/27/2007 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP/IA | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Prep & Info Analysis Acq Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 77 A STREET NEEDHAM MA 024942806 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-06-J-00469 | |
| | | 10B. DATED (SEE ITEM 11) 09/29/2006 | |

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. |
| | 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). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.602-1 Contracting Officer's Authority |
| | D. OTHER (Specify type of modification and authority) |

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

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

Tax ID Number: (b)(4)
DUNS Number: 610320215+0000

1. The purpose of this modification is to correct the task order ceiling and obligation amounts of modification P00003. Accordingly, the task order ceiling amount is hereby changed from (b)(4) and the obligated amount is hereby changed from (b)(4)

2. All other terms and conditions remain unchanged and in full effect.
Period of Performance: 09/29/2006 to 09/28/2007

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.

| | |
|--------|--|
| (b)(6) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contractor Michael B. Smith |
| | 15C. DATE SIGNED 7/27/07 |
| | 16C. DATE SIGNED 7/27/07 |
| | (b)(6) |

FORM 30 (REV. 10-83)

by GSA

FAR (48 CFR) 53.243

| | | | |
|--|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. P00005 | 3. EFFECTIVE DATE 09/30/2007 | 4. REQUISITION/PURCHASE REQ. NO. RUIO-07-00517 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PREP/INTL Acquisition Suprt. Branch 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP/IA | 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. of Homeland Security Office of Procurement Operations Prep & Info Analysis Acq Division 245 Murray Lane, SW Building 410 Washington DC 20528 | CODE DHS/OPO/PREP |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GENERAL DYNAMICS ONE SOURCE LLC 77 A STREET NEEDHAM MA 024942806 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE 6103202150000 FACILITY CODE | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-06-J-00469 | |
| | | 10B. DATED (SEE ITEM 11) 09/29/2006 | |

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.

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

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

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

Tax ID Number: (b)(4)

DUNS Number: 610320215+0000

The purpose of this modification is to exercise Option Period One of the task order.

Accordingly,

FAR 52.217-9 (JUL 1991), Option to Extend the Term of Contract Services is hereby exercised. The period of performance is September 29, 2007 through October 31, 2007.
Period of Performance: 09/29/2006 to 10/31/2007

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) Michael B. Smith | | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED |

| Labor Category | Hourly Rate | Total Cost |
|--------------------------------------|--------------------|-------------------|
| Senior Engineer - HSIN-S | | |
| Systems Admin | | |
| Systems Admin | | |
| Help Desk Technician - COMSEC | | |
| Help Desk Technician - COMSEC | | (b)(4) |
| Configuration & Inventory Specialist | | |
| Database Administrator | | |