

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/28/2006	2. CONTRACT NO. (If any) HSHQDC-06-D-00024	6. SHIP TO: a. NAME OF CONSIGNEE Mission Critical Infrastructure Ops	
3. ORDER NO. HSHQDC-06-J-00435	4. REQUISITION/REFERENCE NO. See Schedule		

5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528		b. STREET ADDRESS 19844 Blue Ridge Mountain Road Building 430 Attn:Thomas Ringer	
		c. CITY Bluemont	d. STATE VA
		e. ZIP CODE 20135	

7. TO: a. NAME OF CONTRACTOR GENERAL DYNAMICS ONE SOURCE LLC	f. SHIP VIA
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b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 77 A STREET		a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY NEEDHAM	e. STATE MA	f. ZIP CODE 024942806	
		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
		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.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE Department of Homeland Security
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination
a. SMALL	b. OTHER THAN SMALL	c. DISADVANTAGED	g. SERVICE-DISABLED VETERAN-OWNED
d. WOMEN-OWNED	e. HUBZone	f. EMERGING SMALL BUSINESS	

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	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 The purpose of this task order is to establish and fulfill the requirement for the Secure Video Teleconferencing support Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME Department of Homeland Security			\$1,824,384.66
	b. STREET ADDRESS (or P.O. Box) Departmental Operations Branch Room 3621 245 Murray Lane, SW Building 410			
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20528	\$1,824,384.66

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Courtney Byrd TITLE: CONTRACTING/ORDERING OFFICER
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ORDER FOR SUPPLIES OR SERVICES
SCH. JLE - CONTINUATION

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

DATE OF ORDER
09/28/2006

CONTRACT NO.
HSHQDC-06-D-00024

ORDER NO.
HSHQDC-06-J-00435

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>for the Mission Critical Infrastructure Office (MCIO)</p> <p>The SOW is hereby incorporated into this task order as well as the cost summary quote dated September 27, 2006. Effective Award date is September 29, 2006.</p> <p>Admin Office: Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528</p> <p>Period of Performance: 09/29/2006 to 09/28/2007</p>					
0001	<p>MGC+ 100 Base System (AC): core system (Chasis 3 AC pwr/MGC Manager) Requisition No: RUIO-06-00427</p> <p>Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000</p>	1	EA			
0002	<p>MGC+ IP+ 24 Port Module: 48 sites @ 128K or 24 sites @ 384K or 12 sites @ 768K or 6 sites @ 2M Requisition No: RUIO-06-00427</p> <p>Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000</p>	1	EA		(b)(4)	
0003	<p>MGC+ NET-2 H.320 ISDN (PRI), Leased (T1/E1) Module: Supports two circuits each configuarable as leased or ISDN PRI, T1 or E1 (without CSU) Requisition No: RUIO-06-00427</p> <p>Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000 Continued ...</p>	1	EA			

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/28/2006	CONTRACT NO. HSHQDC-06-D-00024	ORDER NO. HSHQDC-06-J-00435
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0004	MGC+ NET-8 H3.20 ISDN (PRI) Lwased (T1/E1) Module. Supports 8 circuits each configurable as leased or ISDN PRI, T1 or E1 (without CSU) Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	2	EA			
0005	MGC MPI Adapter RS449 to EIA530 DTE-M. EIA-530 physical interface adapter for DTE straight connections. Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	16	EA			
0006	MGC+ Audio+ Module supports 48 video or 96 voice ports Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA		(b)(4)	
0007	MGC+ MUX+ 20 Port Module Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0008	MPI 1 Meter Cable to connect to MPI pannel Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000 Continued ...	1	EA			

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2006

HSHQDC-06-D-00024

HSHQDC-06-J-00435

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0009	MGC-100 19" Rack Mount Kit (90 degree) Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA		(b)(4)	
0010	MGC Unified Conference Suite. IVR/DTMF Suite + Virtual Conference Suite + Music IO connector for Unified Conferencing Platform Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0011	MGC+ 8 Port Video+ module Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	5	EA			
0012	ReadiManager SE200 Network Appliance equipped with ReadManager Enterprise Management Suite, Management Pack Software in a 25-license base configuration. Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-16-000000	1	EA			
0013	MGC+ ReadManager Enterprise Management Suite License Pack-25 Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-16-000000 Continued ...	1	EA			

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

ORDER FORM SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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

DATE OF ORDER 09/28/2006	CONTRACT NO. HSHQDC-06-D-00024	ORDER NO. HSHQDC-06-J-00435
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0014	Partner Premier +, 1 Year, MGC + ReadiConvene Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0015	Premier, 3 Year, ReadManager SE200 25 License Base Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-16-000000	1	EA			
0016	Premier, 3 Year, MGC+ Integrated Application Module for ReadManager Enterprise Management Suite Management Pack 25 License Expansion Pack Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-16-000000	1	EA		(b)(4)	
0017	MGC/MGC+ 100 Shipping - 1 system or chasis Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0018	MGC+100 AC Power Supply Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000 Continued ...	1	EA			

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2006

HSHQDC-06-D-00024

HSHQDC-06-J-00435

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0019	Quad Dial Isolator Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	4	EA			
0020	KIV-7M Dual Channel Serial Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	8	EA			
0021	KIV-7M Backplane Adaptor Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	4	EA			
0022	KIV-7M Rack Unit Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	4	EA			
0023	Atlas 890 13 slot chassis Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0024	Atlas 890 Quad PRI Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 Continued ...	2	EA			

(b)(4)

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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DATE OF ORDER 09/28/2006	CONTRACT NO. HSHQDC-06-D-00024	ORDER NO. HSHQDC-06-J-00435
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0025	-00-00-00-00- (GE)-OE-31-20-000000 Atlas 890 Bonding Module Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00- (GE)-OE-31-20-000000	3	EA			
0026	Atlas 890 Video Module Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00- (GE)-OE-31-20-000000	8	EA			
0027	CSU/DSU Chassis Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00- (GE)-OE-31-20-000000	1	EA			
0028	CSU/DSU Blade Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00- (GE)-OE-31-20-000000	6	EA		(b)(4)	
0029	Cabling Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00- (GE)-OE-31-20-000000	64	EA			
0030	Cisco 4507 Chassis Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Continued ...	1	EA			

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

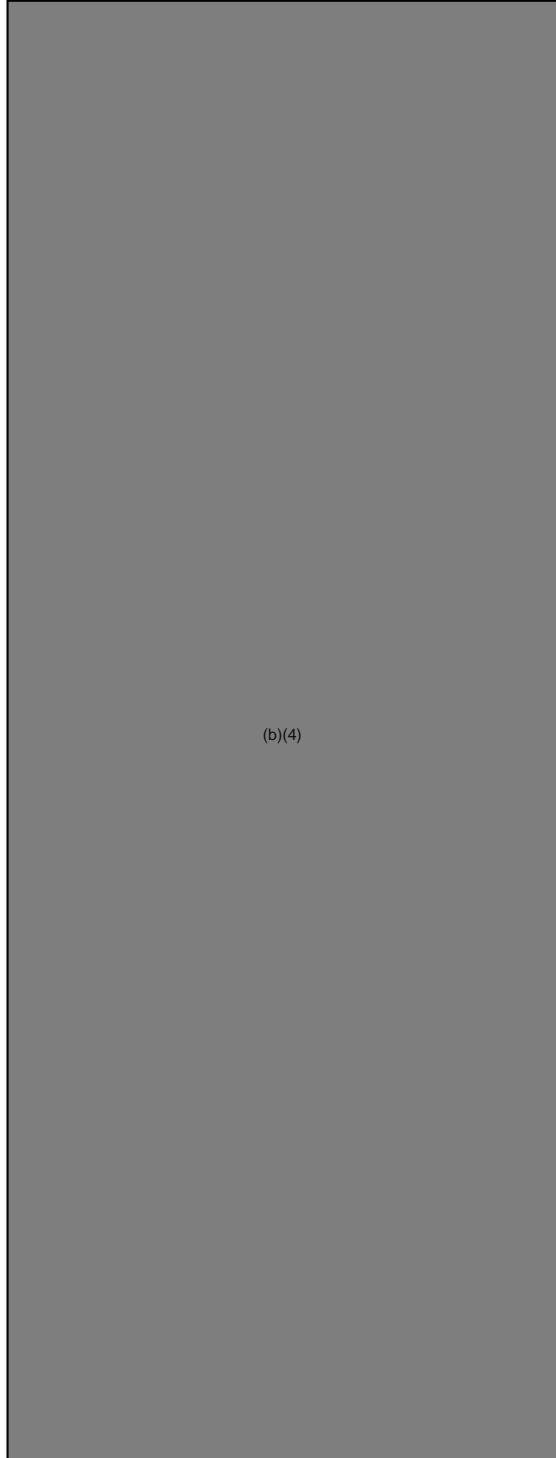
ORDER NO.

09/28/2006

HSHQDC-06-D-00024

HSHQDC-06-J-00435

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000					
0031	Cisco 4507 24 Port Ethernet Blade 10/100/1000 Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0032	Cisco Sup Module Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	2	EA			
0033	Cisco 4507 Power Supply Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	2	EA			
0034	Network control workstation Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0035	Spool CAT-5 cable, 1000 feet Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0036	RJ-45 ends, 100 Continued ...	2	EA			



(b)(4)

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

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

DATE OF ORDER 09/28/2006	CONTRACT NO. HSHQDC-06-D-00024	ORDER NO. HSHQDC-06-J-00435
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000					
0037	Installation Hardware Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-31-20-000000	1	EA			
0038	Labor Requisition No: RUIO-06-00427 Delivery: 07/17/2006 Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(GE)-OE-25-70-000000 Obtain equipment required to meet security and operational requirements	1	EA			
0039	KIV-7MiP Network enabled Encryptor (includes HAIPIS Network Interface Card, 1 CIK, 1 Lithium Battery, User's Manuel) with 1 year hardware/software warranty Requisition No: RUIO-06-00449 Delivery: 30 Days After Award Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(ge)-OE-31-30-000000 Obtain equipment required to meet security and operational requirements				(b)(4)	
0040	3030 KIV-7M Dual Unit Housing Requisition No: RUIO-06-00449 Delivery: 30 Days After Award Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 Continued ...	65	EA			

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE JLE - CONTINUATION

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

DATE OF ORDER
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CONTRACT NO.
HSHQDC-06-D-00024

ORDER NO.
HSHQDC-06-J-00435

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	-00-00-00-00-(ge)-OE-31-30-000000 Obtain equipment required to meet security and operational requirements					
0041	3030 CCP KIV-7M Backplane Adaptor, RS-530 Interface Requisition No: RUIO-06-00449 Delivery: 30 Days After Award Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(ge)-OE-31-30-000000					
0042	Obtain equipment required to meet security and operational requirements Installation Requisition No: RUIO-06-00449 Delivery: 30 Days After Award Accounting Info: OINF001-000-IT-21-14-04-000-02-05-0500 -00-00-00-00-(ge)-OE-31-30-000000 The total amount of award: \$1,824,384.66. The obligation for this award is shown in box 17(i).	1	EA		(b)(4)	

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

GENERAL DYNAMICS ONE SOURCE, LLC
EAGLE HSHQDC-06-D-00024 Cost Proposal Summary

Task Number: RUIO-06-00427 & RUIO-06-00449

Business Group: GDIT DHS/Civilian Division

Task Title: Secure Video Teleconferencing Support Services

Task Manager: (b)(6)

Task Type: Firm Fixed Price (FFP)

GWAC Manager:

Start Date: October 1, 2006 (estimated)

Proposal Date: 9/27/2006

End Date: September 30, 2007 (estimated)

Contract Year	Labor Price	Travel Price	Material / Subcontract Price	Total Price
Base Year	\$ (b)(4)	\$ -	\$ (b)(4)	\$ 1,824,384.66
Total	\$ (b)(4)	\$ -	\$ (b)(4)	\$ 1,824,384.66

Notes:

1. 2006/2007 DHS Rate Period is 06/28/06 - 06/27/07.
2. 2007/2008 DHS Rate Period is 06/28/07 - 06/27/08.
3. 2008/2009 DHS Rate Period is 06/28/08 - 06/27/09.
4. 2009/2010 DHS Rate Period is 06/28/09 - 06/27/10.
5. 2010/2011 DHS Rate Period is 06/28/10 - 06/27/11.
6. 2011/2012 DHS Rate Period is 06/28/11 - 06/27/12.
7. 2012/2013 DHS Rate Period is 06/28/12 - 06/27/13.
8. The Item Numbers for Company Site are coded with a "c", and the Item Numbers for Government Site are coded with a "g".

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 10/17/2006

6. ISSUED BY CODE DHS/OPO/ITAC 7. ADMINISTERED BY (If other than Item 6) CODE DHS/OPO/ITAC
 Department of Homeland Security Office of Procurement Operations Information Tech. Acquisition Div. 245 Murray Lane, SW Building 410 Washington DC 20528
 Department of Homeland Security Office of Procurement Ops. (ITAC) 245 Murray Drive Bldg. 410 Washington DC 20528

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
 GENERAL DYNAMICS ONE SOURCE LLC 77 A STREET NEEDHAM MA 024942806
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSHQDC-06-D-00024 HSHQDC-06-J-00435 10B. DATED (SEE ITEM 11) 09/28/2006
 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.
 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 X is not. is required to sign this document and return _____ copies to the issuing office.

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

Tax ID Number: (b)(4)
 DUNS Number: 610320215+0000
 The purpose of this modification is to incorporate Security Requirements FAR 52.204-2 in line with Form DD254.

Accordingly,

The following clause is incorporated:

52.204-2 Security Requirements. (AUG 1996)

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)
 Courtney Burch

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
 (Signature of person authorized to sign) (b)(6) 10/17/2006

CONTINUATION SHEET

REFERENCE NO. OF LINE ITEM BEING CONTINUED
 HSHQDC-06-D-00024/HSHQDC-06-J-00435/P00001

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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>(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.</p> <p>(b) The Contractor shall comply with</p> <p>(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and</p> <p>(2) Any revisions to that manual, notice of which has been furnished to the Contractor.</p> <p>(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.</p> <p>(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.</p> <p>Alternate I (Apr 1984). If a cost contract for research and development with an educational institution is contemplated, add the following paragraphs (e), (f), and (g) to the basic clause:</p> <p>(e) If a change in security requirements, as provided in paragraphs (b) and (c), results (1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (2) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSHQDC-06-D-00024/HSHQDC-06-J-00435/P00001

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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>made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.</p> <p>(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.</p> <p>(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, (1) the application to this contract of the change in security classification or requirements has not been withdrawn, or (2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.</p> <p>Alternate II (Apr 1984). If employee identification is required for security or other reasons in a construction contract or architect-engineer contract, add the following paragraph (e) to the basic clause:</p> <p>(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.</p> <p>Period of Performance: 09/29/2006 to 09/28/2007</p>				

52.204-2 Security Requirements. (AUG 1996)

As prescribed in 4.404(a), insert the following clause:

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

Alternate I (Apr 1984). If a cost contract for research and development with an educational institution is contemplated, add the following paragraphs (e), (f), and (g) to the basic clause:

(e) If a change in security requirements, as provided in paragraphs (b) and (c), results (1) in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or (2) in more restrictive area controls than previously required, the Contractor shall exert every reasonable effort compatible with the Contractor's established policies to continue the performance of work under the contract in compliance with the change in security classification or requirements. If, despite reasonable efforts, the Contractor determines that the continuation of work under this contract is not practicable because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until resolution of the problem is made by the Contracting Officer, the Contractor shall continue safeguarding all classified material as required by this contract.

(f) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements, and shall endeavor to work out a mutually satisfactory method whereby the Contractor can continue performance of the work under this contract.

(g) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, (1) the application to this contract of the change in security classification or requirements has not been withdrawn, or (2) a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination shall be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

Alternate II (Apr 1984). If employee identification is required for security or other reasons in a construction contract or architect-engineer contract, add the following paragraph (e) to the basic clause:

(e) The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

**DEPARTMENT OF HOMELAND SECURITY
STATEMENT OF WORK
FOR
OCIO / INFRASTRUCTURE OPERATIONS
MISSION CRITICAL INFRASTRUCTURE OPERATIONS**

Background

The Department of Homeland Security (DHS) is comprised of twenty-two components, bureaus and administrations. These components came to DHS with vastly different information technology (IT) environments that must now be integrated in to "One DHS" to support the Department's mission to prevent terrorist attacks, reduce the vulnerability of the U.S. to terrorism, and to minimize the damage and assist in the recovery from terrorist attacks that occur in the U.S. Over 200,000 Government employees and more than 150,000 contractors are directly involved in mission-critical activities in support of the Department's mission

One of the cornerstone capabilities that must be in place for the DHS to efficiently and successfully accomplish its mission is the ability of Department personnel to rapidly access information and communicate not only across Departmental components, but also externally, with other Federal, state, and local entities. In order for DHS to succeed, given the magnitude of its mission, it must make aggressive use of information technologies to leverage their force multiplication potential. It is the mission of the Office of the Chief Information Officer (OCIO) is to implement and manage those technologies toward accomplishing its mission of "One DHS, One Network, One Infrastructure"

Statement of Work

The OCIO requires continued onsite support services for the Secure Video Teleconferencing Systems and related planning and implementation efforts. DHS also requires on going maintenance support for all equipment deployed within the department and external to the department (State Emergency Operations Centers, Governors Offices, and other Departments and Agencies) for which it is responsible for day to day maintenance of all deployed assets.

Scope of Work

This procurement effort will provide the Secretary, Under-Secretaries and other senior management with the ability to exchange Top Secret information via secure video teleconferencing for real time information sharing. In order to ensure interoperability/compatibility with the existing system this procurement must be for a fully integrated solution.

The recommended vendor must provide appropriately cleared personnel for Secret Level and above, in combination with the ability to get the compatible hardware in its entirety for this solution. The Vendor personnel shall maintain

specific certifications for support of the DHS VTC network. This requirement is to obtain a fully integrated video teleconferencing system core capability for supporting Top Secret level conferencing requirements.

The system must be 100% compatible with the existing DHS video teleconferencing system, assembled/configured as an integrated unit, and installed by personnel appropriately cleared at the Top Secret level. The existing DHS teleconferencing system is based on a PolyCom infrastructure which must be maintained to ensure 100% compatibility/interoperability. The MCIO is charged with operating and maintaining the Department-wide Classified Video Teleconferencing System and requires contractor support with specific technical expertise and experience in the DHS environment in order to perform this function.

Requirements & Deliverables

Item Description	Part Number	Unit Price	Quantity
MGC+100 Base System (AC): 16-slot (AC) core system (Chassis 3 AC pwr/MGC Manager) - Product Available In Country Codes 1 & 74	VCSA1603R		1.00
MGC+ IP+24 Port Module: 48 sites @128K OR 24 sites @384K OR 12 sites @768K OR 6 sites @2M - Product Available In Country Codes 1 & 74	VNMP2402R		1.00
MGC+ NET-2 H.320 ISDN(PRI), Leased (T1/E1) Module: Supports 2 circuits. Each configurable as Leased or ISDN PRI, T1 or E1 (without CSU) - Product Available In Country Codes 1 & 74	VNMN0201R		1.00
MGC+ NET-8 H.320 ISDN(PRI), Leased (T1/E1) Module: Supports 8 circuits. Each configurable as Leased or ISDN PRI, T1 or E1 (without CSU) - Product Available In Country Codes 1 & 74	VNMN0801R		2.00
MGC MPI Adapter RS449 to EIA530 DTE-M: EIA-530 physical interface adapter for DTE (straight) connections	VCCM5301		16.00
MGC+ "Audio+ module supports 48 ports video or 96 ports voice" - Product Available In Country Codes 1 & 74	VRMA4802R		1.00
MGC+ MUX+20 Port Module: 36 sites up to 128K OR 20 sites up to 384K OR 12 sites up to 768K OR 4 sites T1/E1 - Product Available In Country Codes 1 & 74	VNMX2001R		1.00
MPI 1 Meter Cable to connect to MPI Panel	VCCM0101		1.00

MGC-100 19" Rack Mount Kit (90deg): configure the 16-slot chassis for a 19" rack (90 degree) (Not for NEBS)	VCMR1602		1.00
MGC Unified Conference Suite: IVR/DTMF Suite + Virtual Conference Suite + Music IO connector for Unified Conferencing Platform	VSWS0105		1.00
MGC+ 8 port Video+ module - Includes Video+ 8 hardware module - CP/Tx licenses - Click&View - Product Available In Country Codes 1 & 74	VCPV0802R		5.00
ReadiManager SE200 Network Appliance, equipped with ReadManager Enterprise Management Suite Management Pack software in a 25-license base configuration	2200-18045-300		1.00
MGC+ READIMANAGER ENTERPRISE MGMT SUITE LICENSE EXP PACK-25	5150-18040-300		1.00
PartnrPremier+, 1Yr, MGC+100ReadiConvène(IAM Service Priced separately)Next bus day parts&onsite labor, phone support to Partner during bus hrs, SW updates&upgrades(Prices for terms other than 1yr prorated accordingly)Prices represent % of System List Price*	4870-00140-164		1.00
Premier, 3 Yr, ReadMgr SE200 25 License Base, parts shipped priority level same business day, tech phone support during bus hrs, software updates & upgrades, MSRP	4870-00194-312		1.00
Premier, 3 Yr, MGC+ Integrated Appl Module for ReadMgr Enterprise Mgmt Suite Mgmt Pack 25 License Expansion Pack, tech phone support during business hrs, software updates & upgrades, MSRP	4870-00169-312		1.00
MGC/MGC+ 100 Shipping - 1 system or chassis	VSHPO001		1.00
MGC+100 AC power supply	VCPA1601R		1.00
Quad Dial Isolators			4.00
KIV-7M Dual Channel Serial			8.00
KIV-7M Backplane Adaptor			4.00
KIV-7M Rack Unit			4.00
Atlas 890 13 slot chassis			1.00
Atlas 890 Quad PRI			2.00
Atlas 890 Bonding Module			3.00
Atlas 890 Video Module			8.00
CSU\DSU Chassis			1.00
CSU\DSU Blades			6.00
Cabling			64.00
Cisco 4507 Chassis	WS-C4507R		1.00
Cisco 4507 24 port Ethernet Blade 10/100/1000	WS-X4424-GB-RJ45		1.00

Cisco Sup Module	WS-X4516		2.00
Cisco 4507 Power Supply	PWR-C45-1000AC		2.00
High Power Workstation			1.00
Spool CAT-5 Cable 1000ft			1.00
RJ-45 ends 100			2.00
Installation Hardware			1.00
Labor			1.00
KIV-7MiP Network Enabled Encryptor			65
3030 KIV-7M Dual Unit Housing			65
3030 CCP KIV-7M Backplane			
Adapter, RS-530 Interface			65
Installation			
Total:			

Place of Performance and Hours of Operation

Greater Washington, DC area.

Period of Performance

The period of performance for this SOW is for 12 months.

Government Furnished Resources

The Government anticipates almost all the work will be performed on-site at the government facility listed under the Place of Performance; the Contractor will be provided access to the Government facility.

Documentation

The contractor shall provide to the government program manager, or the designated representative, a progress and status report updated weekly. 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.

Clearances and Acceptance Processes

All personnel selected to perform on-site under this Task must be cleared to the TS/SCI level. The Government, may, at the discretion of the cognizant security officer, accept TS-cleared individuals pending SCI processing. All personnel will undergo a screening by the Government and be formally accepted by the contract officer's representative(s) prior to beginning work.

Administrative Considerations

Point of Contact	Organization	Location	Telephone /Email
Steven Crosby, COTR	DHS/OCIO	MICIO, Mount Weather	Steven.Crosby@dhs. gov 540-542-0847
Contracting Officer			