

Company Name:
Orion Scientific Systems

Contract Number:
GS-35F-5412H (GS35F5412H)
COW-0-A-0028 (COW0A0028)

Requisition/Reference Number:
PRO-3-00000 (PRO300000)

Latest Modification Processed:
P00011

Period of Performance:
4/19/2003 through 4/19/2007

Services Provided:
Providing support to the Office of Information Resource Management (IRM). Intent is to further reduce the administrative costs of acquiring commercial items from the GSA Federal Supply Schedule Contract number GS-35F-5412H.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 25

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

1. DATE OF ORDER See block 22	2. CONTRACT NO. (if any) GSN-0-A-0520-33	6. SHIP TO:	
3. ORDER NO.	4. REQUISITION/REFERENCE NO. N/A	a. NAME OF CONSIGNEE <i>w/mtd 1, 2</i>	
5. ISSUING OFFICE (Address correspondence to) Immigration & Naturalization Headquarters Procurement 425 I Street, N.W. Room 2208 Washington DC 20536		b. STREET ADDRESS As indicated on each Call.	
7. TO: Orion Scientific Systems Suite 200 8400 Westpark Drive McLean VA 22102 Mike D'Andrea		c. CITY	e. ZIP CODE
9. ACCOUNTING AND APPROPRIATION DATA As indicated on each Call.		f. SHIP VIA	
CONTRACTOR TIN:		8. TYPE OF ORDER	
		<input type="checkbox"/> a. PURCHASE - Reference Your 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.	
		<input type="checkbox"/> b. DELIVERY - 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.	
		10. REQUISITIONING OFFICE Immigration & Naturalization Office of Information Resource Management	
		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
		12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date)	
Destination	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)
0	TAX ID NUMBER: 330368516 This is a "single" blanket purchase agreement (BPA) between INS and Orion Scientific Systems, Inc. under GSA Schedule 70, Information Technology, contract number GS-35F-5412H which expires on April 19, 2003 unless otherwise extended by a					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME As indicated on each call.				
b. STREET ADDRESS (or P.O. Box)				NOT TO EXCEED
c. CITY		d. STATE	e. ZIP CODE	17(i) GRAND TOTAL
				\$7,000,000

22. UNITED STATES OF AMERICA BY (Signature) <i>John A. Russo</i> 3/7/00	23. NAME (Typed) John A. Russo CONTRACTING/ORDERING OFFICER
--	---

<input type="checkbox"/> Vendor	<input type="checkbox"/> Official	<input type="checkbox"/> Requestor
<input type="checkbox"/> Receiving	<input type="checkbox"/> G104 Oblig	<input type="checkbox"/> FIN/Vouchers

(b)(2)

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

PAGE OF PAGES
2 25

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

1. DATE OF ORDER
See block 22

2. CONTRACT NO. (if any)
COWO-A-0028

3. ORDER NO.

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>modification. This BPA is awarded to support the Office Of Information Resource Management in their Intelligence Analysis Data System (see Attachment A). This is a sole source BPA, due to the fact there is only one responsible source, Orion Scientific Systems, can provide the requirements described herein.</p> <p>-----</p> <p>Name/Title Date</p> <p>Orion Scientific Systems, Inc</p> <p>Contractor is required to sign and return 3 copies</p>					

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES 1 25	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.							
1. DATE OF ORDER Sec. BLOCK 22		2. CONTRACT NO. (If any) COM-D-A-0026		6. SHIP TO:			
3. ORDER NO.		4. REQUISITION/REFERENCE NO. N/A		a. NAME OF CONSIGNEE			
5. ISSUING OFFICE (Address correspondence to) Immigration & Naturalization Headquarters Procurement 425 I Street, N.W. Room 2206 Washington DC 20536				b. STREET ADDRESS As indicated on each Call.			
7. TO: Orion Scientific Systems Suite 200 6400 Westpark Drive McLean VA 22102 Mike D'Andrea				c. CITY		d. STATE	e. ZIP CODE
8. ACCOUNTING AND APPROPRIATION DATA As indicated on each Call.				f. SHIP VIA			
CONTRACTOR TIN:				g. TYPE OF ORDER			
				<input type="checkbox"/> a. PURCHASE - Reference Year 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.			
				<input type="checkbox"/> b. DELIVERY - 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.			
				10. REQUISITIONING OFFICE Immigration & Naturalization Office of Information Resource Management			
				11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
				<input type="checkbox"/> SMALL		<input checked="" type="checkbox"/> OTHER THAN SMALL	
				<input type="checkbox"/> DISADVANTAGED		<input type="checkbox"/> WOMEN-OWNED	
12. PLACE OF		14. GOVERNMENT BA. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION Destination		b. ACCEPTANCE Destination					
17. SCHEDULE (Use inverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
0	TAX ID NUMBER: 320368516 This is a "single" blanket purchase agreement (BPA) between INS and Orion Scientific Systems, Inc. under GSA Schedule 70, Information Technology, contract number GS-35P-5417H which expires on April 19, 2003 unless otherwise extended by a						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)	
SEE BILLING INSTRUCTIONS ON REVERSE		21. MAIL INVOICE TO:					
		a. NAME As indicated on each call.					
		b. STREET ADDRESS (or P.O. Box)					
c. CITY		d. STATE		e. ZIP CODE		17(i) GRAND TOTAL	
22. UNITED STATES OF AMERICA				23. NAME (Typed)			
BY (Signature) <i>John A. Russo</i> 3/7/00				John A. Russo CONTRACTING/ORDERING OFFICER			
<input type="checkbox"/> Vendor		<input type="checkbox"/> Official		<input type="checkbox"/> Requestor		OPTIONAL FORM 347 (REV. 8/95)	
<input type="checkbox"/> Receiving		<input type="checkbox"/> G104 DM@		<input type="checkbox"/> FRN Vouchers		Prescribed by GSA/FAR 48 CFR 53.213 (g)	

(b)(2)

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

PAGE OF PAGES
2 25

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

1. DATE OF ORDER
Sec block 22

2. CONTRACT NO. (if any)
COM-A-0226

3. ORDER NO.

ITEM NO. (1)	SUPPLIES OR SERVICES (2)	QUANTITY ORDERED (3)	UNIT (4)	UNIT PRICE (5)	AMOUNT (6)	QUANTITY ACCEPTED (10)
	<p>modification. This BPA is awarded to support the Office Of Information Resource Management in their Intelligence Analysis Data System (see Attachment A). This is a sole source BPA, due to the fact there is only one responsible source, Orion Scientific Systems, can provide the requirements described herein.</p> <p><i>Edward S. Heyman</i> 3-9-00</p> <p>Name/Title Date Edward S. Heyman, VP/COO Orion Scientific Systems, Inc</p> <p>Contractor is required to sign and return 3 copies</p>					

**IMMIGRATION & NATURALIZATION SERVICE
HEADQUARTERS PROCUREMENT
BLANKET PURCHASE AGREEMENT**

In the spirit of the Federal Acquisition Streamling Act, the Immigration and Naturalization Service and Orion Scientific Systems, Inc. enter into a single blanket purchase agreement (BPA) to support the Office of Information Resource Management (IRM). The intent is to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract number GS-35F-5412H.

Federal Supply Schedule contract BPAs eliminate contracting and open market cost such as: the search for sources; the development of technical documents and solicaitions; and the evaluation of bids and offers. Contractor Team Arrangement are permitted with Federal; Supply Schedule contractors in accordance with the Federal Acquisition Regulation (FAR) Subpart 9.6. This BPA will further decrease costs, reduces paperwork and save time by elimination the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

1. DESCRIPTION OF AGREEMENT: Pursuant to Federal Acquisition Regulation subpart 13.303, Blanket Purchase Agreements, and GSA Federal Supply Schedule Contract Number GS-35F-5412H, Section 70 expires 04/19/2003, Orion Scientific Systems, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA). **EXCLUSIVELY** with the Immigration & Naturalization Service (INS), 425 I Street N.W., Washington, DC 20536.

A. A general statement of work for the "Orion Leads and Netleads Intelligence Analysis Data Systems" is provided as Attachment A. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the schedule contract, except as noted below:

*SIN 132-33, Perpetual Software License, any software as listed on the GSA contract number GS-35F-5412H and stated on each call or task order.

*SIN 132-34, Maintenance of Software, any maintenance of software as listed on the GSA contract number GS-35F-5412H and stated on each call or task order.

*SIN 132-50, Training, any training as listed on the GSA contract number GS-35F-5412H and stated on each call or task order.

*SIN 132-51, IT Professional Services; any job title/labor category as listed on the GSA contract number GS-35F-5412H and stated on each call or task order.

*Other Direct Costs, (ODCs) will be included as authorized under GSA Federal Supply Contract Number GS-35F-5412H and as negotiated on each order.

*Travel, as required by the ordering agency in the performance of a particular task under this BPA will be reimbursed by the ordering agency at cost. Reimbursement will be in accordance with the Federal Travel Regulation and established federal government per diem rates will apply as the maximum reimbursable amount. The designated COTR must approve travel in advance.

- B. **Special Pricing:** Additional discounts for each call/order off those prices in the published GSA schedule are requested, based on the issuance of order(s) exceeding the maximum order limit in the schedule. The following quantity discount applies to SIN 132-33 Perpetual Software Licenses Window's based only, whose total quantity is as follows.

QUANTITY	DISCOUNT
10-14	16%
15-19	21%
20-24	26%
25-49	31%
50+	51%

- C. These discounts do not preclude the contractor from offering nor the government from asking for further price reductions in accordance with commercial practice, market forces, and volume buying at the time of placing orders against this BPA.
- D. All integrated technology products (to include deliverables from services performed) ordered shall be Year 2000 compliant.

2. **EXTENT OF OBLIGATION:** This BPA does NOT obligate any funds. In accordance with FAR 13.303-3(a)(2), the government is obligated only to the extent of authorized purchases actually made under the BPA.

3. **PRICING:** In accordance with FAR 13.303-2(d)(1), the prices to the government shall be as low or lower than those charged the supplier's most favored customer for comparable quantities under similar terms and conditions, in addition to any discounts for prompt payment and those discounts noted above.

4. DELIVERY:

Destination	Delivery Schedule/Dates
<u>As negotiated prior to</u> <u>each call/order</u>	<u>As negotiated.</u>

5. BPA LIMITATION: The Government estimates but does not guarantee, that the volume of purchases (maximum/ceiling amount) through this agreement will be \$7,000,000 Million for the term of the GSA contract stated above, to include all extensions granted by GSA and agreed upon by both the INS and Orion Scientific Systems, Inc.

6. TERM OF THIS BPA: This BPA expires on April 19, 2003, or upon the expiration of GSA Schedule 70 contract GS-35F-5412H, whichever is later.

7. NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA: The following office is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
<u>INS HEADQUARTERS PROCUREMENT</u>	<u>KATHY BAKER</u>
	<u>JOHN A. RUSSO</u>
	<u>Any warranted C.O.</u>

Only individuals authorized to bind the Government (subject to the limit of their delegated authority) will place orders against this BPA. A call may be accompanied by a Statement of Work defining requirements.

8. DELIVERY TICKETS: Unless otherwise agreed to, all deliveries under this BPA must be accompanied by a packing slip, and at a minimum must contain the following information:

- a) Name of Contractor;
- b) Contract Number;
- c) BPA Number;
- d) Date of Order
- e) Delivery Order Number;
- f) Itemized List of Supplies/services furnished (quantity, model number, item description, unit price, extension of each item);
- g) Place of Delivery;
- h) Date of Shipment

9. PAYMENTS AND INVOICING: The contractor must provide an original proper invoice as stated in the Federal Supply Schedule Contract to the designated Contracting Technical Representative (COTR) as indicated on each delivery/task order.

The COTR or other personnel delegated authority by the COTR, at the receiving or secure storage location will be responsible for completing the receiving report, and will forward the original receiving report and endorsed invoice to the Contracting officer.

The Contracting officer will forward the original invoice and receiving report to Finance for payment. Payment will not be rendered to the contractor until both an original proper invoice and receiving report noting the acceptance of the products/services are submitted to the Finance office as described above.

Invoices shall be submitted no later than 90 calendar days, from the receipt of goods or services.

10. CONTRACT MODIFICATIONS: Orion Scientific Systems, Inc. shall provide the INS with a copy of the above FSS Contracts and any finalized contract modifications as they occur.

11. REPORTS: The contractor shall provide a quarterly report of sales within 30 calendar days after the close of each quarter's business. Reports shall reflect at a minimum, delivery order number, date of order, total dollar amount of each delivery order number, total net sales amounts before discount and discount amounts. Reports shall be sent to the following address:

Immigration and Naturalization Service
Attn: HQPRO, Room 2208
Katherine H. Baker
Washington, D.C. 20536

12. CONTRACTOR TEAMING ARRANGEMENTS: The Immigration and Naturalization Services encourages the establishment of Contract Teaming Arrangements in accordance with - and as prescribed by - FAR Subpart 9.6. The discount structure for products an/or services provided by these teaming partners must conform to the discount structure identified in the BPA; otherwise the BPA must be modified or renegotiated in order to reflect the enhancements. The Immigration and Naturalization Service must be notified in writing within 30 days of the execution of a teaming agreement, and a current list of all manufacturers and FSS Schedules accessible through teaming agreements must be forwarded with the quarterly report of sales.

13. TERMS AND CONDITIONS: The terms and conditions included in the BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and Orion Scientific Systems, Inc. the provisions of this GSA Schedule BPA will take precedence.

The Immigration & Naturalization Service reserves the right to review and re-negotiate the terms and conditions of this BPA at any time during the term of this Agreement.

ATTACHMENT A

Statement of Work

Orion LEADS® and NETLEADS® Intelligence Analysis Data System

Background

The Immigration and Naturalization Service (INS) is responsible for the enforcement of United States immigration laws, including controls on the entry and status of aliens, detection and prosecution of criminal activities, and removal of criminal and other deportable aliens. INS performs a wide range of investigative, adjudication, enforcement, and administrative activities in support of its legislated mission. INS offices are nationwide, and worldwide. INS consists of a Central Office - INS Headquarters (HQ), 3 Regional Offices, 4 Regional Adjudication Service Centers, 31 District Offices with 170 Sub-offices and, over 600 land, sea, and air ports of entry, 21 Border Patrol Sectors with 126 Stations, and 3 Foreign Districts encompassing 39 foreign and pre-inspection offices.

INS chose Orion Scientific Systems commercial software to perform intelligence analysis functions in support of its law enforcement mission. INS has acquired and installed the Orion LEADS® software system and NETLEADS®, the INTERNET protocol-based version of Orion LEADS®.

~~purchase in FY 1995. The LEADS project is sponsored by the INS Intelligence Office, and is managed and deployed by the Data Systems Division, Office of Information Resource Management (IRM). A user group comprised of field office and HQ representatives meets periodically and defines functional and operational requirements and procedures for LEADS® and NETLEADS®.~~

The LEADS project is sponsored by the INS Intelligence Office, and is managed and deployed by the Data Systems Division, Office of Information Resource Management (IRM). A user group comprised of field office and HQ representatives meets periodically and defines functional and operational requirements and procedures for LEADS® and NETLEADS®.

LEADS® and NETLEADS® have been customized to meet INS functional requirements. Further customization is required as users request adaptations to the automated analysis functions. In addition, interfaces to INS information systems, external data sources, and external agency data systems may be required.

INS offices nationwide access LEADS® via the INS wide-area network (WAN). LEADS and NETLEADS® reside on a Digital Alpha 4100 UNIX server in HQ, 425 I St. NW, Washington, D.C. The server is located in the secured INS

Command Center, along with an Alpha 600 LEADS development server and the Alpha 800 LEADS web server. Orion uses a proprietary non-relational database. The central data repository is located on the Alpha 4100 server in HQ. INS currently has deployed LEADS®/ NETLEADS® to over 600 users at 121 sites.

INS has developed a store-and-forward intelligence collection application to upload data to LEADS® using Microsoft Access database and the Visual Basic programming. This database, stored on the Local Area Network (LAN) server of each local office, allows users to store and access local data more quickly and upload completed reports to the central LEADS® data repository in batch mode. Local LAN's may be either Novell or NT. This front-end application is called Criminal Investigative Reporting System (CIRS). CIRS is being tested and will be released in production in late 1999.

To facilitate the storage and retrieval of LEADS®, NETLEADS®, and CIRS data in the central data repository, and interface of LEADS® and NETLEADS® with ENFORCE, CLAIMS, and other INS data systems, INS plans to establish an Oracle database for LEADS® and NETLEADS® data. References to LEADS®/ NETLEADS® in this Statement of Work will include CIRS and the eventual migration of data to an Oracle database.

INS has also developed the Intelligence Website to provide a vehicle for efficient and timely dissemination of intelligence bulletins, alerts, summaries, assessments and other products to INS managers and field officers, and consumers in other agencies via the INS telecommunications network (Intranet).

Currently, users access NETLEADS® via the INS Intranet using the Netscape browser. Users will continue to be added for the next several years. INS also is preparing to install LEADS® on a server connected to the secure Anti-Drug Network (ADNET). When running in the ADNET environment, the system is called AdLeads, for ADNET LEADS. AdLeads will allow INS international offices to enter classified and sensitive intelligence data via secure ADNET terminals and transmit it to the AdLeads server located at the INS headquarters via the secure ADNET telecommunication link.

Scope & Objectives

This Statement of Work is for labor, travel, training, commercial software and other direct cost items necessary to install, deploy, and maintain the operation of the LEADS®/ NETLEADS® systems, including AdLeads, CIRS, the Intelligence Website, and LEADS®/NETLEADS® interfaces and integration with other systems at US and foreign INS sites.

Tasks include system operation and maintenance, customizing and developing software, maintaining server operations, training users, documenting system

functions and procedures, and other tasks identified by INS as necessary to ensure continuous operations of the systems.

The INS objective for Orion LEADS®/NETLEADS® operation is to support INS intelligence collection, organization, analysis, and dissemination. Over the next four years, dependent on funding, INS will deploy Orion LEADS®/NETLEADS® to all INS users and provide the necessary training, functionality, and interfaces to support user requirements. INS plans to deploy to 120 sites per year, through 2003.

The INS objective for Intelligence Website operation is to support broad intelligence dissemination to INS field, regional, and Headquarters elements, and other law enforcement and national security agencies. INS will pursue this objective by deploying the Intelligence Website on the INS Intranet and interagency telecommunication networks.

The INS objective for CIRS operation is to support INS investigative case management and intelligence collection, and facilitate loading the LEADS® central data repository.

The INS objective for ADLEADS operations is to support INS collection, organization, analysis, and dissemination of classified national security information and intelligence products.

Period and Place of Performance

~~The period of performance will coincide with the CISA schedule which expires on April 9, 2003.~~ Most tasks except deployment and training may be performed at INS Headquarters, 425 I Street NW, Washington, DC or at the contractor's office, depending on availability of INS office space and other factors. Deployment and training will require temporary travel to INS field offices nationwide, a few foreign offices, and other locations designated by INS.

Task Descriptions

1. Project Management

- 1.1. Develop and maintain a Work Breakdown Structure (WBS) and related project plans and records to reflect tasks and milestones defined by INS, including PERT/GANTT charts and other tracking mechanisms.
- 1.2. Assign, supervise, administer, and manage contractor personnel and resources assigned to WBS tasks.

2. Report Generation

- 2.1. Provide a monthly Project Status Report, by the 5th day of each month. The report will itemize WBS task accomplishments, milestones,

expenditures, staffing and resources, technical issues and planned resolutions.

- 2.2. Provide ad hoc reports, system briefings, and demonstrations when required by INS.
- 2.3. Provide data analysis for project management and planning when required by INS.
- 2.4. Provide other reports when defined and required by INS.

3. Travel

- 3.1. Travel as required to INS offices and other sites. Travel will be required to manage contractor personnel and resources, attend user meetings, provide demonstrations and information regarding system operations, conduct user requirements analysis, install and maintain hardware and software, provide user support, develop patches, enhancements and interfaces, and assist INS to prepare and implement project plans and validate technical approaches, priorities, and resource requirements. (See Travel below)

4. Hardware Deployment and Maintenance

- 4.1. Assist INS to maintain project hardware, workstations, peripherals and other equipment to provide uninterrupted system operation and support basic level of service/production requirements.
- 4.2. Install, configure, test, evaluate and obtain INS acceptance of LEADS@/ NETLEADS@, ADLEADS, and Intelligence Website servers, firmware, operating systems, and peripheral devices required to maintain basic level of service/production requirements, provide fail-over operations, replace inoperable or obsolete equipment, and accommodate growth in system usage, data volume, and interfaces.
- 4.3. Assist INS acquisition planning for hardware requirements to support intelligence operations and training, and maintenance of LEADS@/ NETLEADS@, ADLEADS, CIRS, the Intelligence Website, data sources, and interfaces.
- 4.4. Procure project supplies, hardware, and related firmware and software as directed by INS. (See Other Direct Costs below)
- 4.5. Develop and maintain documentation for project hardware specifications and configurations.
- 4.6. Research, develop, and implement approved white paper concept for:
 - 4.6.1. Fail-over and off-site emergency back up server and data storage repository for INS information stored on the LEADS@/NETLEADS@, ADLEADS, and Intelligence Website host systems.
 - 4.6.2. Processing and storage requirements to accommodate the growth in system usage, data volume, and interfaces

- 4.6.3. Multi-server network operations for LEADS@/ NETLEADS@, ADLEADS, and Intelligence Website host systems.
- 4.6.4. Support of UNIX or NT servers in INS foreign offices to meet requirements to be compatible with existing Microsoft NT operating systems deployed by the U.S. State Department.
- 4.6.5. Other hardware requirements defined by INS.

5. User Support

- 5.1. Provide desktop support to INS user intelligence collection and production activities using LEADS/ NETLEADS@, ADLEADS, INS Intelligence Website, CIRS and interfaces to other systems and data sources.
- 5.2. Coordinate with the INS Help Desk, Network Control, and INS Command Center to provide technical support on site at INS Headquarters and to remote users, Monday to Friday, 8am to 5pm EST/EDT. Respond to trouble calls using phone, INS email, and INS Intranet. Problems may require site visits to resolve. Technical support requests that cannot be resolved in 24 hours shall be brought to INS' attention. Technical support requests shall be tracked and summarized in the monthly Project Status Report. Critical personnel must be available 24x7 to respond to system outages.
- 5.3. Set up and maintain system access for LEADS@/NETLEADS@, ADLEADS, Intelligence Website, and interface users based on INS-prescribed authorization procedures, via INS Intranet, and other interfaces.
- 5.4. Set up and maintain local printing for LEADS@ data and reports through INS diverse environments (i.e., Novell, NT, Web, WAN, or local printing).
- 5.5. Develop and provide training to INS end-users and managers on LEADS@/NETLEADS@, ADLEADS, CIRS, the Intelligence Website and interfaces. INS will provide guidance and direction on training course objectives, curriculum, materials, duration, location, and times. Materials will include multi-media, on-line, or web-enabled presentations where feasible for remote users.
- 5.6. Provide local and remote installation of client side software and settings.
- 5.7. Provide expert analysis of INS data and generate intelligence products using LEADS@/NETLEADS@.
- 5.8. Develop, install, test, evaluate and obtain INS acceptance of client-side and user-interface software and other user support for LEADS@/ NETLEADS@, ADLEADS, Intelligence Website and interfaces when required by INS.
- 5.9. Develop and maintain user manuals, quick-reference guides, and technical manuals for LEADS@/ NETLEADS@, ADLEADS, CIRS,

Intelligence Website, and interfaces for INS end-users, managers, and technical support. INS will establish guidance and direction on content of manuals and quick-reference guides, training course objectives, curriculum, materials, and duration. Materials will include multi-media, on-line, or web-enabled presentations where feasible for remote users. Technical manuals will include problem troubleshooting and resolution, system administration, installation, data loading and maintenance, and other requirements defined by INS.

6. Software, Application, and Interface Development, Deployment, and Maintenance

- 6.1. Develop, install, test, evaluate, document, and maintain operating systems, software, relational databases, repository managers and query languages to provide continuous operation of LEADS@/NETLEADS@, CIRS, ADLEADS, the Intelligence Website, and interfaces to other systems and data sources, and maintain basic level of service and production requirements.
- 6.2. Develop, install, test, evaluate, document and maintain Development, Test, Training, and Production environments on project servers for configuration management of different releases of the project software and interfaces.
- 6.3. Develop and maintain security software, procedures and documents in order to maintain security certification and accreditation for LEADS@/NETLEADS@, ADLEADS, CIRS, the Intelligence Website, and interfaces. Documents include the System Security Plan, Contingency Plan, Risk Assessment, Security Operating Procedure and other documents required by INS.
- 6.4. Develop and perform regular backup procedures and maintain a tape archive of Unix, Oracle, Netscape, LEADS@/NETLEADS@, ADLEADS, Intelligence Website and other project software, including performing daily back ups and storing off-site as required by INS. Perform backup emergency procedures when required by INS, including off-site emergency back up and recovery of system software, server, and other equipment operations
- 6.5. Train designated INS employees in LEADS@/NETLEADS@/ADLEADS, CIRS, and Intelligence Website problem troubleshooting and resolution, system administration, installation, and related requirements as defined by INS.
- 6.6. Assist INS acquisition planning for COTS software requirements to support intelligence operations and integration with LEADS@/NETLEADS@, ADLEADS, CIRS, the Intelligence Website, and interfaces.
- 6.7. Research, develop, and implement approved white paper concept for:

- 6.7.1. Software adaptations to support and maintain multi-server network operations for LEADS@/NETLEADS@, ADLEADS, and Intelligence Website host systems
- 6.7.2. Software adaptations to support system fail-over, off-site emergency back up, and recovery of system and hardware operation for the LEADS@/ NETLEADS@, ADLEADS, and Intelligence Website host systems.
- 6.7.3. Software adaptations to LEADS@/NETLEADS@, ADLEADS, CIRS, and the Intelligence Website to accommodate changes in processing environment and interfaces or level of service/ production requirements.
- 6.7.4. Migration of existing LEADS@/NETLEADS@ or Intelligence Website production environment from the current Digital Alpha 4100 server to a Digital Alpha 8400 server, or other comparable platforms provided by INS, when directed by INS.
- 6.7.5. Migration of the LEADS@/NETLEADS@, ADLEADS, or the Intelligence Website production environment to an NT server or other environment, as directed by INS.
- 6.7.6. Deployment of ADLEADS and the INS Intelligence Website on ADNET and other interagency telecommunications networks.
- 6.7.7. Development of new functions in LEADS@/NETLEADS@, ADLEADS, CIRS, and the Intelligence Website. This may include:
 - 6.7.7.1. Modify LEADS@/NETLEADS@ QA data input screens and processes to incorporate information identified by INS.
 - 6.7.7.2. Modify and create master concepts defined by INS for lookup and query processes to the LEADS@/NETLEADS@ data repository.
 - 6.7.7.3. Develop LEADS@/NETLEADS@ transaction analysis by emulating phone toll analysis functions to enable analysis of financial, communication, travel, and other transactions.
 - 6.7.7.4. Develop LEADS@/NETLEADS@ time analysis by emulating visual investigative analysis functions to enable analysis of time-related factors.
 - 6.7.7.5. Develop LEADS@/NETLEADS@ QA tailored screens with different sets of system functions available to different user roles.
 - 6.7.7.6. Other technical and functional requirements identified by INS.
- 6.7.8. Development of LEADS@/NETLEADS@, ADLEADS, CIRS, and Intelligence Website interfaces to:
 - 6.7.8.1. Other INS databases, applications, and websites.
 - 6.7.8.2. Systems INS is developing or will develop in the future. This may include geographic information, sensor tracking, or other systems required by INS.

6.7.8.3. Other Federal information systems and commercial/open sources, databases, applications, data sources, and websites. INS has determined that this will include interfaces to non-classified and classified systems.

7. Data Acquisition and Maintenance

- 7.1. Develop and implement regular backup procedures and maintain a tape archive of LEADS®/NETLEADS®, ADLEADS, Intelligence Website and other project data, including performing daily back ups and storing off site as required by INS. Perform backup emergency procedures when required by INS, including off-site emergency back up and recovery of system data, data storage repository operations, flow of data traffic from commercial data, news media, and public information sources
- 7.2. Assist INS to develop and maintain resources and procedures for the acquisition of commercial data, news media, and public information sources.
- 7.3. Assist INS to develop and maintain resources and procedures to load data into the central LEADS repository. Data loading procedures may include document scanning, keyboard entry, data transfer by FTP or other methods, and data extraction from a variety of electronic sources, including word processing documents, email, message traffic, multimedia records, telephone toll records, spreadsheets, databases, and other sources.
- 7.4. Train designated INS employees in LEADS®/NETLEADS®/ADLEADS and Intelligence Website data loading and maintenance, and related requirements as defined by INS.
- 7.5. Research, develop, and implement approved white paper concept in conjunction with task 4.6 and 5.7 for:
 - 7.5.1. Migration of existing LEADS®/NETLEADS® or Intelligence Website production data from the current Digital Alpha 4100 server to a Digital Alpha 8400 server, or other platforms provided by INS, when directed by INS.
 - 7.5.2. Migration of the LEADS®/NETLEADS®, ADLEADS, or the Intelligence Website production data to an NT server or other environment, when directed by INS.
- 7.6. Develop, install, test, evaluate, document and obtain INS acceptance of an Oracle database for storing LEADS®/NETLEADS®, ADLEADS, CIRS, and Intelligence Website data and data from other systems and sources. This database will be integrated with the INS Enforcement Integrated Database and other databases as required by INS.

8. Project Quality Management

- 8.1. Develop and perform testing, configuration management, and quality assurance testing of project hardware, software, and applications when required by INS.
- 8.2. Develop and perform routine and ad hoc system usage and security audits as required by INS.
- 8.3. Maintain system change requests on the PVCS Tracker for tracking and managing user requirements for LEADS@/NETLEADS@, ADLEADS, CIRS, Intelligence Website, and interface enhancements and development.
- 8.4. Conduct Cost-Benefit Analysis of LEADS@/NETLEADS@, CIRS, Intelligence Website, and interfaces, and document evidence of effective use of information technology to support the INS mission.

Deliverables

Deliverable	Task Reference	Due Date from Award Date
Revised Work Breakdown Structure	1.1	One month
Monthly Project Status Report	2.1	Monthly
System documentation	4.5 5.9	TBD TBD
System Security Plans	6.3	Dec. 31, 2000
Backup and emergency procedures	6.4	Continuous
Help desk procedures	5.2	Continuous
Emergency recall procedures	5.2	Completed
Installation Manual	5.9	Completed
Training Materials	5.5 6.5	Completed TBD
User Manual	5.9	TBD
Technical Manual	5.9	TBD
Install INS Intranet Intelligence Website	6.1	Completed
Install INS ADNET Intelligence Website	6.7.6	TBD
Install INS TS/SCI network Intelligence Website	6.7.6	TBD
Install LEADS@/NETLEADS@	6.1	Completed
Install ADLEADS	6.1 6.7.6	TBD TBD
Develop and deploy CIRS	6.1	90 days

Deliverable	Task Reference	Due Date from Award Date
Migrate to NT	4.6.4 6.7.5	TBD TBD
Migrate to DEC Alpha 8400	6.7.4 7.5.1	TBD TBD
White papers on hardware and software requirements	4.6 6.7 7.5	TBD TBD TBD
Assist INS data entry	7.3	Continuous
Assist INS acquisition of data sources	7.2	TBD
Intelligence analysis support	5.7	Continuous
Cost-Benefit Analysis	8.4	TBD

All written deliverables are required in hard copy and soft copy in Microsoft Word 97 and are subject to INS project manager's approval. Constant dialogue with the Project Manager is required to insure documents contain no surprises. System documentation will be prepared in accordance with the INS System Development Life Cycle (SDLC) manual.

Testing and Acceptance

All software shall be tested by the contractor after installation, and tested and accepted by INS prior to going into production. Published Orion benchmarks shall be used to determine performance acceptability.

Other Direct Costs (ODC's)

The contractor may be required to buy software, hardware, travel, maintenance and supplies to install and support the requirements of this statement of work. INS must approve any and all purchases for reimbursement at agreed upon ODC rates and shall remain the property of the Federal Government

ODC's may include:

Project software, including WinLEADS®, Visual Investigative Analysis® (VIA) or other Orion software for stand alone PC users and other COTS software and firmware.

Site licenses, annual licensing fees, and upgrades of operating systems

Project hardware and peripheral equipment.

Criteria

The contractor shall comply with INS requirements and guidelines for information systems development, deployment, maintenance, interfaces, telecommunications, security, documentation, back up and recovery, web sites, and Intranet/ traffic and routing, and other issues relating to system operation. INS shall make these guidelines and criteria available to the contractor.

Government Furnished Equipment, Data, or Services

Contractor staff working on site will be provided with desks, phones, office supplies, and computer workstations with INS WAN access and intranet access to Orion LEADS@/NETLEADS@ and the Intelligence Website, and ADNET access to ADLEADS.

Year 2000 Compliance

All software provided to INS must be year-2000-compliant.

Security**GENERAL**

INS 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 an INS or other Government Facility, it will abide by the requirements set by the agency.

SUITABILITY DETERMINATION

INS 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. INS 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 INS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive INS information or recurring access to INS' 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. All background investigations will be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" (original plus a copy)
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign Born Relatives Form (original plus a copy)
4. Form DOJ-555, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

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

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

retains the right to deem an applicant as ineligible due to insufficient background information.

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

CONTINUED ELIGIBILITY

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

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

INS 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 DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom INS 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 INS' 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 report.

The Security Office must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired INS 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.

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 Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

TAIS CLEARANCE

When sensitive Government information is processed on Telecommunications and Automated Information Systems (TAIS), 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 DOJ Order 2640.2C, Telecommunications and Automated Information Systems (TAIS) Security.

TAIS SECURITY

All contractor employees using automated systems or processing INS sensitive data will be required to receive Security Awareness Training as outlined in the Computer Security Act of 1987. This training will be provided by the Information Resources Management (IRM) Security Representative. All personnel who access INS 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 TAIS procedures should be reported to the Security Office.

MINIMUM COMPUTER AND TELECOMMUNICATIONS SECURITY REQUIREMENTS

GENERAL

Due to the sensitive nature of INS information, the Contractor is required to develop and maintain a comprehensive computer and telecommunications security (C&TS) program to address the integrity, confidentiality, and availability of sensitive but unclassified (SBU) information during collection, storage, transmission, and disposal. The Contractor's security program shall adhere to the requirements set forth in the DOJ Order 2640.2C, *Telecommunications and Automated Information Systems Security*, INS C&TS Guidance Documents, and other DOJ/INS guidelines and directives regarding information security requirements. The Contractor shall establish a working relationship with the INS C&TS program, lead by the Computer Security Program Manager (CSPM).

C&TS IN THE INS SYSTEMS DEVELOPMENT LIFE CYCLE (SDLC)

C&TS activities in the SDLC are outlined in the INS SDLC Manual, Appendix A3, C&TS in SDLC. The Contractor shall assist the INS Computer System Security Officer (CSSO) with the following activities:

- *Sensitive System Security Plan (SSSP)*: the primary reference that documents system sensitivity/ criticality, security controls, policies, and procedures.
- *Contingency Plan (CP)*: ensures system's ability to recover from service disruptions in the event of emergencies and/or disasters.
- *Security Operating Procedures (SOP)*: provide users and administrators with detailed requirements on how to operate and maintain the system securely.
- *Risk Assessment (RA)*: identifies threats and vulnerabilities, assesses the impacts of the threats, evaluate in-place countermeasures, and identifies additional countermeasures.
- *Security Test and Evaluation (ST&E)*: evaluate each security control and countermeasure to verify operation in the manner intended, based on the RA results.
- *Certification and Accreditation (C&A)*: establish the extent to which a particular design and implementation meet a specified set of security requirements, based on the ST&E of security features of a system (certification), and the management authorization and approval of a system to process sensitive unclassified information (accreditation).

C2 LEVEL OF TRUST

DOJ Order 2640.2C requires that computer systems used for processing SBU information must have the C2 level of trust, as defined in the Department of Defense (DOD) Standard 5200.28-STD, *Trusted Computer System Evaluation Criteria*. The Contractor shall ensure that requirements are allocated in the functional requirements and system design documents to address C2 level of trust, and that these requirements are based on the INS C&TS Guidance Document 9.0, *Minimum Requirements Document*. C2 systems offer the following user-visible features:

- **User Identification and Authentication (I&A)** – I&A is the process of telling a system the identity of a subject (for example, a user) (*I*) and providing that the subject is who it claims to be (*A*). Systems must be designed so that the identity of each user must be established prior to authorizing system access, each system user must have his/her own user ID, and each user is authenticated before access is permitted.
- **Discretionary Access Control (DAC)** – DAC is a DOJ access policy that restricts access to system objects (for example, files, directories, devices) based on the identity of the users and/or groups to which they belong. All system files must be protected by a secondary access control measure.
- **Object Reuse** – Object Reuse is the reassignment to a subject (for example, user) of a medium that previously contained an object (for example, file). Systems that use memory to temporarily store user I&A information and any other SBU information must be cleared before reallocation.
- **Audit** – INS systems must provide facilities for transaction auditing, which is the examination of a set of chronological records that provide evidence of system activity.

DATA SECURITY

SBU systems must be protected from unauthorized access, modification, and denial of service. The Contractor shall ensure that all aspects of data security requirements (i.e., confidentiality, integrity, and availability) are included in the functional requirements and system design, and ensure that they meet the minimum requirements as set forth in the INS C&TS Guidance Document 9.0.

- **Integrity** – The computer systems used for processing SBU must have data integrity controls to ensure that data is not modified (intentionally or unintentionally) or repudiated by either the sender or the receiver of the information. A risk analysis and vulnerability assessment must be

performed to determine what type of data integrity controls (e.g., cyclical redundancy checks, message authentication codes, security hash functions, and digital signatures, etc.) must be used.

- **Confidentiality** – Controls must be included to ensure that SUB information collected, stored, and transmitted by the system is protected against compromise. A risk analysis and vulnerability assessment must be performed to determine if threats to the SBU exist. If it exists, data encryption must be used to mitigate such threats.
- **Availability** – Controls must be included to ensure that the system is continuously working and all services are fully available within a timeframe commensurate with the availability needs of the user community and the criticality of the information processed.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

a. PRIME CONTRACT NUMBER
DSD-900068

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER

Due Date (YYMMDD)

3. THIS SPECIFICATION IS: (X and complete as applicable)

a. ORIGINAL (Complete date in all cases) Date (YYMMDD)
99/02/26

b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)

c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES NO. If Yes, complete the following:
Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? YES NO. If Yes, complete the following:
In response to the contractor's request dated _____, retention of the identified classified material is authorized for the period of _____

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE Orion Scientific Systems 8400 Westpark Drive, Suite 200 McLean, VA 22102-3522	b. CAGE CODE [REDACTED]	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service Capital Region 2461 Eisenhower Avenue Alexandria, VA 22331
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7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Perform intelligence analysis functions in support of INS' law enforcement mission.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)	X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF INTENSE TECHNICAL INFORMATION CENTER (ITIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COUNCIL SERVICE		X
l. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		

SI 301-294 Subcontracting Report for Individual Contracts.

SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS
(See instructions on reverse)

OMB No.: 9000-0006
Expires: 04/30/2001

Public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED
 a. COMPANY NAME: **ORION SCIENTIFIC INC**
 b. STREET ADDRESS: **8400 WESTPARK DR #200**
 c. CITY: **MCLENN** d. STATE: **VA** e. ZIP CODE: **22002**
 2. DATE SUBMITTED: **10/23/02**
 3. CONTRACTOR IDENTIFICATION NUMBER: **CON-0-A-0028**
 4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU:
 MAR 31 SEPT 30 YEAR
 5. TYPE OF REPORT:
 REGULAR FINAL REVISED

6. ADMINISTERING AGENCY (Please check appropriate box)
 ARMY ES. NASA
 NAVY DOC. OTHER FEDERAL AGENCY (Specify) **DoJ**
 AIR FORCE DEFENSE LOGISTICS AGENCY

7. REPORT SUBMITTED AS (Check one and provide appropriate number)
 PRIME CONTRACTOR
 SUBCONTRACTOR
 PRIME CONTRACT NUMBER: **CON-0-A-0028**
 SUBCONTRACT NUMBER:
 8. AGENCY OR CONTRACTOR AWARDED CONTRACT
 a. AGENCY'S OR CONTRACTOR'S NAME: **U.S. INS**
 b. STREET ADDRESS: **425 I ST NW**
 c. CITY: **WASHINGTON DC** d. STATE: **DC** e. ZIP CODE: **20536**
 9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:
 DO INCLUDE INDIRECT COSTS DO NOT INCLUDE INDIRECT COSTS

SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS (include SDB, WOSB, HBCU/MI, HUBZone SB, VOSB and Service-Disabled VOSBI (Dollar Amount and Percent of 10c.)	NONE			
10b. LARGE BUSINESS CONCERNS (Dollar Amount and Percent of 10c.)	NONE			
10c. TOTAL (Sum of 10a and 10b.)		100.0%		100.0%
11. SMALL DISADVANTAGED (SDB) CONCERNS (include HBCU/MI) (Dollar Amount and Percent of 10c.)	NONE			
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS (Dollar Amount and Percent of 10c.)	NONE			
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) (if applicable) (Dollar Amount and Percent of 10c.)	NONE			
14. HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS (Dollar Amount and Percent of 10c.)	NONE			
15. VETERAN-OWNED SMALL BUSINESS (include Service-Disabled Veteran Owned SB) (Dollar Amount and Percent of 10c.)	NONE			

16. REMARKS
 NOTE: Number of Awards for Items 10a. thru 15. (above) MUST be added below.

17a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN:
 17b. TELEPHONE NUMBER:
 AREA CODE: NUMBER:

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 Prescribed by GSA-FAR 48 CFR 53.21 (M)

NUMBER of Awards Reported in Items:
 10a. _____
 10b. _____
 11. _____
 12. _____
 14. _____
 15. _____

Section
6

IT Professional Services Rate Schedule

Special Item Number 132-51

ORION Scientific Systems, Inc., Contract No. GS-35F-5412H

No.	Labor Category Title	06/03/02 03/15/03	04/20/03 04/19/03	04/20/04 04/19/03	04/20/05 04/19/05	05/20/06 04/19/05	04/20/07 04/19/07
1	Senior Manager	\$214.80	\$221.78	\$228.99	\$236.43	\$244.12	\$252.05
2	Program/Project Manager	\$206.71	\$194.59	\$128.64	\$132.82	\$137.14	\$140.66
3	Task Leader	\$95.34	\$98.44	\$101.64	\$104.94	\$108.35	\$111.87
4	Administrative Analyst	\$51.89	\$53.58	\$55.32	\$57.12	\$58.97	\$60.85
5	System Administrator	\$67.58	\$69.78	\$72.04	\$74.39	\$76.80	\$79.30
6	Project Specialist	\$71.62	\$76.01	\$79.40	\$82.80	\$86.27	\$89.79
7	Administrative Support Specialist	\$38.79	\$34.89	\$36.02	\$37.19	\$38.40	\$39.65
8	Training Developer	\$90.71	\$93.66	\$96.70	\$99.84	\$103.09	\$106.44
9	Training Specialist/Instructor	\$72.40	\$74.75	\$77.18	\$79.69	\$82.28	\$84.95
10	Senior Systems Engineer	\$131.54	\$135.82	\$140.23	\$144.79	\$149.49	\$154.35
11	System Engineer	\$97.75	\$100.93	\$104.21	\$107.59	\$111.09	\$114.70
12	Business Process Engineer	\$95.34	\$98.44	\$101.64	\$104.94	\$108.35	\$111.87
13	Technical Support Engineer	\$74.82	\$77.25	\$79.76	\$82.35	\$85.03	\$87.79
14	Senior Scientist	\$143.91	\$148.28	\$152.70	\$157.17	\$161.71	\$166.30
15	Senior Subject Matter Expert	\$203.94	\$210.57	\$217.41	\$224.48	\$231.77	\$239.31
16	Subject Matter Expert	\$103.33	\$105.35	\$107.40	\$109.48	\$111.61	\$113.78
17	Configuration Management Specialist	\$88.10	\$90.96	\$93.92	\$96.97	\$100.12	\$103.38
18	System Programmer	\$108.24	\$112.10	\$116.07	\$120.17	\$124.40	\$128.77
19	Applications Programmer	\$83.27	\$85.98	\$88.77	\$91.66	\$94.63	\$97.71
20	Programmer	\$63.38	\$66.04	\$68.78	\$71.61	\$74.53	\$77.55
21	Software Technician	\$48.27	\$49.84	\$51.46	\$53.13	\$54.86	\$56.64
22	Systems Analyst	\$87.88	\$89.70	\$91.62	\$93.63	\$95.74	\$97.95
23	Intelligence Analyst	\$77.23	\$79.74	\$82.33	\$85.01	\$87.77	\$90.62
24	Documentation Specialist/Editor	\$74.82	\$77.25	\$79.76	\$82.35	\$85.03	\$87.79
25	Senior Program Manager	\$146.49	\$151.25	\$156.17	\$161.24	\$166.48	\$171.89
26	Senior Task Leader	\$113.39	\$117.08	\$120.88	\$124.81	\$128.87	\$133.05
27	Senior Administrative Analyst	\$63.38	\$65.44	\$67.57	\$69.76	\$72.03	\$74.37
28	Senior Training Developer	\$98.01	\$102.02	\$106.34	\$108.76	\$112.30	\$116.04

3/27/2003

ORION SCIENTIFIC SYSTEMS

MODIFICATION #5 6/03/99 - GSA SCHEDULE

29	Senior Training Specialist/Instructor	\$81.80	\$84.46	\$87.20	\$90.04	\$92.96	\$95.99
30	Multimedia Training Developer	\$81.80	\$84.46	\$87.20	\$90.04	\$92.96	\$95.99
31	Multimedia training Specialist	\$76.58	\$79.07	\$81.64	\$84.29	\$87.03	\$89.86
32	Systems Engineer	\$121.56	\$126.57	\$130.66	\$134.90	\$139.29	\$143.83
33	Senior Business Process Engineer	\$114.18	\$117.89	\$121.72	\$125.68	\$129.76	\$133.98
34	Senior Technical Support Engineer	\$87.58	\$89.39	\$92.30	\$95.30	\$98.40	\$101.59
35	Subject Matter Expert II	\$188.17	\$194.29	\$200.60	\$207.12	\$213.85	\$220.80
36	Subject Matter Expert I	\$148.00	\$153.43	\$158.47	\$163.36	\$168.88	\$174.37
37	Senior System Programmer	\$136.77	\$141.22	\$145.80	\$150.54	\$155.44	\$160.49
38	Senior Applications Programmer	\$110.71	\$110.71	\$111.31	\$111.80	\$112.86	\$113.80
39	Senior Programmer	\$75.84	\$78.30	\$80.85	\$83.48	\$86.19	\$88.99
40	Senior Software Technician	\$60.25	\$60.47	\$62.76	\$65.17	\$67.56	\$80.09
41	Senior Systems Analyst	\$105.96	\$109.40	\$112.96	\$116.63	\$120.42	\$124.33
42	Senior Intelligence Analyst	\$90.65	\$99.70	\$103.05	\$106.38	\$109.84	\$113.41
43	Senior Documentation Specialist	\$88.33	\$91.20	\$94.16	\$97.23	\$100.38	\$103.65

2. AMENDMENT/MODIFICATION NO. 001 3. EFF. DATE 05/08/2002 4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE _____ 7. ADMINISTERED BY (If other than Item 6) CODE _____
 Immigration & Naturalization Serv Immigration & Naturalization Serv
 HQPRO HQPRO
 425 I Street, N.W., Room 2208 425 I St. NW Room 2208
 Washington DC 20536 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.
 Orion Scientific Systems-330368516
 8400 Westpark Drive, Suite 200
 McLean VA 22102 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 GS-36F-5412H / COW-0-A-0028
 CODE FACILITY CODE 10B. DATED (SEE ITEM 13) 03/07/2000

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 CHANGES:

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

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

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

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

1. The purpose of this modification to BPA COW-0-A-0028 is to delete the name of Kathy Baker and add a Contracting Officer's Technical Representative as follows.

"7. Notice of Individuals Authorized to Purchase under the BPA." Delete the name of Kathy Baker.

Add:

"7A. Contracting Officer Technical Representative

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)
 Madan M. Kar
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Madan M. Kar 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 5/8/02

- Vendor Official Requestor
- Receiving G104 Oblg. Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 001	3. EFF. DATE 05/08/2002	4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000	PAGE OF 2	PAGES 2

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

Ms. Mattie Talbert
Information Resources Management
Enforcement Systems
801 K Street, N.W., Suite 600
Washington, D.C. 30526
Voice (202) 616-
FAX (202) 616-2610"

(b)(2)

2. All other terms and conditions of the BPA remain unchanged.

3. Point of contact for this modification is Jeanette Housen, (202) 305-

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE 03/08/2002	4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Naturalization Serv HQPRO 425 I Street, N.W., Room 2208 Washington DC 20536	CODE	7. ADMINISTERED BY (If other than Item 6) Immigration & Naturalization Serv 425 I St. NW Room 2208 Washington DC 20536	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems-330368516 8400 Westpark Drive, Suite 200 McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X GS-35F-5412H / COW-0-A-0028		
		10B. DATED (SEE ITEM 13) 03/07/2000		

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 CHANGES:

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

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

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

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

1. The purpose of this ~~amendment~~ is to delete the name of Kathy Baker and add a Contracting Officer's Technical Representative as follows.

"7. Notice of Individuals Authorized to Purchase under the BPA." Delete the name of Kathy Baker.

Add:

"7A. Contracting Officer Technical Representative

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) Madan M. Kar	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/8/02

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 001	3. EFF. DATE 05/08/2002	4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000	PAGE OF 2	PAGES 2

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

Ms. Mattie Talbert
Information Resources Management
Enforcement Systems
801 K Street, N.W., Suite 600
Washington, D.C. 30526
Voice (202) 616-
FAX (202) 616-2610"

2. All other terms and conditions of the BPA remain unchanged.
3. Point of contact for this modification is Jeanette Housen, (202) 305-

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
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2. AMENDMENT/MODIFICATION NO. 002	3. EFF. DATE 09/23/2002	4. REQUISITION/PURCHASE REQ. NO. PRO-2-00000	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Naturalization Serv HQPRO 425 I St., NW, Room 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) Immigration & Naturalization Serv 425 I St. NW Room 2208 Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems 8400 Westpark Drive, Suite 200 McLean VA 22102 CODE FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. COW-0-A-0028 /
	10B. DATED (SEE ITEM 13) 03/07/2000

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 CHANGES: \$ 0.00

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

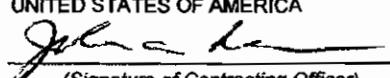
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH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

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

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

- This modification changes the security language in the Blanket Purchase Agreement. Delete the Security section beginning with "Security" on page 18 of the Statement of Work and ending on page 25. Substitute the attached Security Clause which has been mandated by the Department of Justice.
- All other terms and conditions of the BPA remain unchanged.
- Point of contact for this modification is Jeanette Housen, (202) 305-██████████

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) John A. Russo, Jr., Chief, IT Branch
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9/23/02

<input type="checkbox"/> Vendor	<input type="checkbox"/> Official	<input type="checkbox"/> Requestor	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
<input type="checkbox"/> Receiving	<input type="checkbox"/> G104 Oblig.	<input type="checkbox"/> Other	

(b)(2)

2. AMENDMENT/MODIFICATION NO. A004 3. EFF. DATE 06/26/2003 4. REQUISITION/PURCHASE REQ. NO. PRO-3-0-00000 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Immigration & Naturalization Headquarters Procurement 425 I Street, N.W. Room 2208 Washington DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE Immigration & Naturalization Serv 425 I St. NW Room 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems-330368516 Suite 200 8400 Westpark Drive Mclean VA 22102
 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-0-A-0028 / 10B. DATED (SEE ITEM 13) 03/07/2000

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 CHANGES: \$ 0.00

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) BPA COW-0-A-0028 is derived from GSA Schedule Contract GS-35F-5412H.

The purpose of this modification is to correct the modification number, the period of performance in modification A001 dated 4/19/2003 and to add a Contracting Officer under Section 7 of the BPA.

- Under modification A001, make the following pen and ink changes: (1) in "Block 2. Amendment/Modification No." change Modification "A001" to "A003" and (2) under "Block 14. Description of Amendment/Modification, paragraph 1, change the wording from "to April 19, 2008" to read "through April 19, 2008" and

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) Jeanette Housen
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Jeanette Housen (Signature of Contracting Officer) 16C. DATE SIGNED 6/26/2003
 (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A004	3. EFF. DATE 06/26/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-3-0-00000	PAGE OF 2	PAGES 2

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

change "until April 19, 2003" to read "through April 19, 2008."

2. Under "Section 7. Notice of Individuals Authorized to Purchase Under the BPA", add the following pen and ink change. "Jeanette Housen, telephone number (202) 305-██████" is to be added as a Contracting Officer.

3. All other terms and conditions of the Blanket Purchase Agreement remain unchanged.

4. Point of contact for this modification is Jeanette Housen, (202) 305-██████

(b)(2)

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT			1. CONTRACT ID #	PAGE OF PAGES
				1 2
2. AMENDMENT/MODIFICATION NO. A001	3. EFF. DATE 04/19/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-3-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security Headquarters Procurement 425 I Street, N.W. Room 2208 Washington DC 20536		7. ADMINISTERED BY (If other than item 6) Immigration & Natz. Service 425 I Street, N.W. Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems Suite 200 8400 Westpark Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-0-A-0028 / 3/7/00		
		10B. DATED (SEE ITEM 13)		

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)
As indicated on each Call.

NET CHANGES: \$ 0.00

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

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

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

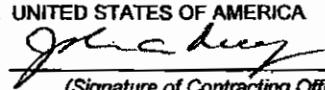
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

ORION Scientific Systems Blanket Purchase Agreement (BPA) Extension-

The purpose of this modification is to implement the following:

1. The period of performance specified under this BPA dated March 7, 2000 is hereby extended from April 19, 2003 (to) April 19, 2008. This extension is implemented as per ORION's GSA Schedule #GS-35F-5412H/Modification 0014, which extends the period of performance until April 19, 2003. The tasks to be performed under this BPA shall not vary from the original agreement.

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) John A. Russo	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/15/03

- Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A001	3. EFF. DATE 04/19/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-3-00000	PAGE OF 2	PAGES 2

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

2. This modification does not obligate any funds.

For questions, please contact Jessica Southwell at 202-305- [REDACTED]

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. A005	3. EFF. DATE 11/17/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Naturalization Serv HQPRO 425 I St. NW Room 2208 ROOM 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) Bur of Immigr & Customs Enforcement HQ Procurement Division 425 I St. NW Room 2208 Washington DC 20536
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems 8400 Westpark Drive Suite 200 McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-0-A-0028 / ---
CODE	10B. DATED (SEE ITEM 13) 3/07/00

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
BPA COW-0-A-0028 is derived from GSA Schedule Contract GS-35F-5412H

The purpose of this modification is to change the Contracting Officer Technical Representative.

1. Under "7A. Contracting Officer Technical Representative", make the following changes. Delete the name, address and phone numbers. Add the following:

"Mr. Robert R. Surface

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) Jeanette Housen
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Jeanette Housen</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/19/2003

Vendor Official Requestor
 Receiving G104 Oblig. Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A005	3. EFF. DATE 11/17/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	PAGE OF 2	PAGES 2

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

801 I Street, N.W., Suite 620
 Washington, D.C. 20536
 Voice: (202) 616-
 FAX: (202) 616-2727

- 2. All terms and conditions of the BPA remain unchanged.
- 3. Point of contact for BPA Modification A005 is Jeanette Housen, (202) 305-

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. A006	3. EFF. DATE 12/24/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration & Naturalization Serv HQPRO 425 I St. NW Room 2208 ROOM 2208 Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) Bur of Immigr & Customs Enforcement HQ Procurement Division 425 I St. NW Room 2208 Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems 8400 Westpark Drive Suite 200 McLean VA 22102			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-0-A-0028 1 --	
			10B. DATED (SEE ITEM 13) 3/07/00	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

BPA COW-0-A-0028 is derived from GSA Schedule Contract GS-35F-5412H

The purpose of this modification is to add Federal Acquisition Clauses (FAR) 52.228-10 Vehicular and General Public Liability Insurance (APR 1984) and 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (DEC 2002). The Contractor will be providing transportation services using Government vehicles. The overtime is for the contractor to provide Terrorism Support Staff. For transportation services and overtime, written direction by the Government Project Subject Matter Expert is required in advance.

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) Jeanette Housen	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Jeanette Housen</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1/2/2004

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A006	3. EFF. DATE 12/24/2003	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	PAGE OF 2	PAGES 2

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

1. FAR Clause 52-228-10 Vehicular and General Public Liability Insurance (APR 1984) is hereby added in its entirety on a separate page. The liability insurance covers the following states: Alabama, California, Georgia, Mississippi, Virginia, Louisiana, North Carolina, Texas, and Vermont.

2. FAR Clause 52-232-7 Payments under Time-and-Materials and Labor-Hour Contracts is hereby added in its entirety on a separate page. Overtime Hours have been negotiated to a rate of 1.5 times the normal hourly pay rate per each labor category.

3. All terms and conditions of the BPA remain unchanged.

4. Point of contact for BPA Modification A006 is Jeanette Housen, (202) 305-[REDACTED]

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. X007	3. EFF. DATE 04/20/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Naturalization Headquarters Procurement 425 I Street N.W. Room 2208 ROOM 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) Bur of Immigr & Customs Enforcement HQ Procurement Division 425 I St. NW Room 2208 Washington DC 20536
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Orion Scientific Systems Suite 200 8400 Westpark Drive McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-0-A-0028 1 --
	10B. DATED (SEE ITEM 13) 3/07/2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

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

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

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

BPA COW-0-A-0028 is derived from GSA Schedule Contract GS-35-5412H.

1. In accordance with "FAR 52-217-9 Option to Extend the Term of the Contract (MAR 2000)," this modification exercises Option 4 (Year 5) with a period of performance from April 20, 2004 through April 19, 2005.

2. All other terms and conditions of this blanket purchase agreement remain unchanged.

3. Point of contact for this modification is Jeanette Housen, (202) 305- [REDACTED]

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) Jeanette Housen
---	---

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Jeanette Housen</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/19/2004
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Vendor Official Requestor
 Receiving G104 Oblig. Other

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

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-5-00000	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ORION SCIENTIFIC SYSTEMS 20401 SW BIRCH ST - STB 250 NEWPORT BEACH CA 926601796		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6052664020000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-0-A-0028	
		10B. DATED (SEE ITEM 13) 03/07/2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

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

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

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

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

GSA Contract #: GS-35F-5412H
Tax ID Number: 330368516
DUNS Number: 605266402

BPA COW-0-A-0028 is derived from GSA Schedule Contract GS-35F-5412H.

- In accordance with "FAR 52-217-9 Option to Extend the Term of the Contract (MAR 2001)," this modification exercises Option 5 (Year 6) with a period of performance from April 20, 2005 through April 19, 2006.
- All other terms and conditions remain unchanged.
- Point of contact for this modification is Jeanette Housen, (202) 305- [REDACTED]
Period of Performance: 04/20/2003 to 04/19/2008

(b)(2)

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) Jeanette Housen	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/19/2005

NSN 7540-01-152-8070
Previous edition unusable

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-06-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ORION SCIENTIFIC SYSTEMS 20401 SW BIRCH ST - STE 250 NEWPORT BEACH CA 926601796		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 6052664020000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-0-A-0028	10B. DATED (SEE ITEM 11) 03/07/2000	

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 9 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

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 data, 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:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9, Option to Extend the Term of the Contract

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

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

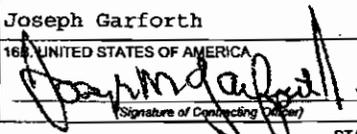
GSA Contract #: GS-35F-5412H
 Tax ID Number: 33-0368516
 DUNS Number: 605266402

This modification exercises an option and changes the Contracting Officer point of contact for the BPA.

Pursuant to this modification, and in accordance with notification provided to the Contractor by letter dated March 22, 2006, the government exercises the next option period of the BPA for the term April 20, 2006 through April 19, 2007.

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) Joseph Garforth	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED APR 19 2006

NSN 7540-01-152-8070
 Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
COW-0-A-0028/P00009

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
ORION SCIENTIFIC SYSTEMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In addition, under Section 7 of the BPA, NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA, please delete the name "Jeanette Housen" and associated telephone number, and add the following name and associated telephone number to the Section, "Joseph Garforth", "(202) 514-██████.</p> <p>Funds are placed on Calls against the BPA as Calls are awarded. As such, funds are not available for this BPA. The government's obligation under any Call is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the government for any payment may arise until funds are made available to the Contracting Officer for any Call and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>The Contracting Officer's Technical Representative (COTR) for this effort is Robert Surface, who may be reached on (202) 616-██████. Please forward all invoices to the COTR at the following address:</p> <p>US ICE 801 I Street, NW 6th Floor Washington, DC 20536</p> <p>Please direct all contractual issues to Joseph Garforth, Contracting Officer (CO), who may be reached on (202) 514-██████.</p> <p>All other terms and conditions of the BPA remain unchanged.</p>				

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-06-00000	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICB	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICB
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ORION SCIENTIFIC SYSTEMS 20401 SW BIRCH ST - STE 250 NEWPORT BEACH CA 926601796		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6052664020000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-0-A-0028	
		10B. DATED (SEE ITEM 11) 03/07/2000	

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

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 data, 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:
X	D. OTHER (Specify type of modification and authority) In accordance with FAR 43.103(a)

E. IMPORTANT: Contractor is not. is required to sign this document and return 3 copies to the issuing office.

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

GSA Contract #: GS-35F-5412H
Tax ID Number: 33-0368516
DUNS Number: 605266402

This action modifies the Blanket Purchase Agreement (BPA) to change the contractor name and changes the Contracting Officer point of contact for the BPA.

Pursuant to this modification, and in accordance with notification provided by the Contractor by letter dated May 7, 2004, the contractor's name is changed from Orion Scientific, Inc. to SRA International, Inc.

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) MICHAEL D. DANDREA, VP ORION SRA	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jose Blanco
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED Sep 1 2006
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 01-SEP-06

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 COW-0-A-0028/P00010

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NAME OF OFFEROR OR CONTRACTOR
 ORION SCIENTIFIC SYSTEMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In addition, under Section 7 of the BPA, NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THE BPA, please delete the name "Joseph Garforth" and associated telephone number, and add the following name and associated telephone number to the Section, "Damon K. McGill", "(202) 353-██████.</p> <p>The Contracting Officer's Technical Representative (COTR) for this effort is Robert Surface, who may be reached on (202) 732-██████. Please forward all invoices to the COTR at the following address:</p> <p>US ICE 801 I Street, NW 6th Floor Washington, DC 20536</p> <p>Please direct all contractual issues to Damon K. McGill, Contracting Officer (CO), who may be reached on (202) 353-██████.</p> <p>All other terms and conditions of the BPA remain unchanged.</p> <p style="text-align: center;">(b)(2)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 06/26/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Information Technology/Services Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/TE/SERVICES	7. ADMINISTERED BY (If other than Item 6) ICE/Information Technology/Services Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Vanessa McNair Washington DC 20536	CODE ICE/TE/SERVICES	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ORION SCIENTIFIC SYSTEMS 20401 SW BIRCH ST - STE 250 NEWPORT BEACH CA 926601796		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 6052664020000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-0-A-0028	10B. DATED (SEE ITEM 11) 03/07/2000	

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
GSA Contract #: GS-35F-5412H
Tax ID Number: 33-0368516
DUNS Number: 605266402
The purpose of this modification is to incorporate new DHS security requirements (see attached pages 3-7) under contract COW-) -A-0028.

The Contracting Officer's Technical Representative (COTR) for this effort is Robert Surface, who may be reached on (202) 616-██████████ Contract Specialist: Vanessa McNair; Tel.#: (202) 616-██████████
Contracting Officer: Damon McGill; Tel.#: (202) 353-██████████

(b)(2)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>[Signature]</i>	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 06/26/2007	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Damon K. McGill	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 26-Jun-07
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NSN 7540-01-152-6070
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
COW-0-A-0028/P00011

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NAME OF OFFEROR OR CONTRACTOR
ORION SCIENTIFIC SYSTEMS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions of the BPA remain unchanged.				