

Company Name:
SI International

Contract Number:
GS-35F-5029H (GS35F5029H)

Order Number:
HSCEEH-08-F-00004 (HSCEEH08F00004)

Requisition Number:
PSHQ-08-6000A (PSHQ086000A)

Latest Modification Processed:
P00004

Period of Performance:
10/1/2007 through 3/31/2009

Services Provided:
Providing an Information Systems Specialist (Developer/Analyst) responsible for projects related to Information Systems within the Federal Protective Service (FPS) using PowerBuilder, Visual Studio and SQL Server.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 10

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

1. DATE OF ORDER 09/28/2007	2. CONTRACT NO. (if any) GS-35F-5029H	6. SHIP TO: a. NAME OF CONSIGNEE ICE FPS Headquarters-Operations		
3. ORDER NO. HSCEBH-08-F-00004	4. REQUISITION/REFERENCE NO. PSHQ-08-6000A	b. STREET ADDRESS Immigration and Customs Enforcement Federal Protective Service 800 North Capital Street NW Suite 500		
5. ISSUING OFFICE (Address correspondence to) ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		c. CITY Washington	d. STATE DC	e. ZIP CODE 20002
7. TO: a. NAME OF CONTRACTOR SI INTERNATIONAL, INC.		f. SHIP VIA		

b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 12012 SUNSET HILLS ROAD SUITE 800		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.		
d. CITY RESTON	e. STATE VA	f. ZIP CODE 201905869	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT BAL. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS (b)(2)-Low
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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)
	This procurement is for administrative support services in accordance with the attached Scope of Work and Security Requirements. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHSICE			
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center Attn: FPS HQ Invoice P.O. Box 1279			\$0.00
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1279	17(i) GRAND TOTAL \$0.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Irene Katacinski TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/28/2007 CONTRACT NO. GS-35F-5029H

ORDER NO. HSCEEH-08-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Admin Office: ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Wayne A. Massado Philadelphia PA 19106 Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Senior Software Engineer Analyst (Kumar Manikckam)</p> <p>Accounting Info: (b)(2)Low</p> <p>Funded: \$0.00 \$216,569.60 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>	(b)(4)			0.00	
0002	<p>Senior Software Engineer Specialist (Curtis Clair)</p> <p>Accounting Info: (b)(2)Low</p> <p>Funded: \$0.00 \$216,569.60 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds) Availability of Funds (Apr 1984)</p> <p>Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes 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 this contract and until the Contractor receives notice of such availability, to be confirmed in writing by Continued ...</p>	(b)(4)			0.00	

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

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

PAGE OF PAGES

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

DATE OF ORDER 09/28/2007
CONTRACT NO. GS-35F-5029H

ORDER NO.
HSCEEH-08-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>the Contracting Officer.</p> <p>(End of clause)</p> <p>1. Invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1279 Williston, VT 05495-1279 Attn: FPS Headquarters Invoice</p> <p>b. By facsimile (fax): 802-288-7658</p> <p>(include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to FPS on or after January 29, 2006 to ensure prompt payment provisions are met. The FPS Region number shall also be notated on every invoice. To assist in timely payment, it is also recommended that the contractor provide the Accounting Transaction Number (also known as the "PJ" number) on the submitted invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows: Continued ...</p>					

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

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

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

DATE OF ORDER 09/28/2007 CONTRACT NO. GS-35F-5029H

ORDER NO. HSCEEH-08-E-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>"An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <ul style="list-style-type: none"> (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT." <p>Continued ...</p>					

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

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

PAGE OF PAGES

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

DATE OF ORDER CONTRACT NO.

09/28/2007 GS-35F-5029H

ORDER NO.

HSCEEH-08-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>The "PJ" number for this contract is: PJ8RO6000</p> <p>COR: To be Determined POC: David Wallace at 202 732-8068</p> <p>Ensure that all work is in accordance with the contract requirements. Advise CO of work that is accepted or rejected. Assist in administering specific aspects, such as the technical performance of the contract.</p> <p>The total amount of award: \$433,139.20. The obligation for this award is shown in box 17(i).</p>					

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

Information Systems Specialist (Developer/Analyst)

Scope of Work

Updated (2/22/2006)

Duties:

Individual will be responsible for projects related to Information Systems within the Federal Protective Service (FPS) using Powerbuilder, Visual Studio and SQL Server.

Primary Duties will include:

- Perform Object Oriented Programming using Powerbuilder 5.0, Visual Studio and Microsoft SQL Server
- creation of new user friendly interfaces,
- perform system analysis and document requirements for systems
- create and maintain Data Models
- perform systems analysis and make recommendations regarding system design
- performing analysis and updating object and data models with business rules
- Administering SQL Server Database and Application Systems

• Secondary Duties:

- maintaining existing applications and responding to service calls to repair them,
- designing and creating add-on applications to enhance existing applications,
- upgrading existing COTS systems with the latest versions,
- maintaining records of our application status and history,
- other duties assigned
- Importing data from old systems to new
- Creating reports
- Creating recovery plan for SQL Server
- Incorporating new and existing applications into the FPS Enterprise system using Visual Studio and SQL Server
- Provide updates, maintenance, repair and enhancement of Powerbuilder Applications utilizing SQL Server:
- Provide updates, maintenance and repair of FPS COTS application:

Misc. Applications:

- Individual may be called upon to assist with application enhancements for a variety of applications

Primary Requirements:

Extensive background developing client server applications and experience with the following:

- Object Oriented Programming with Powerbuilder, Visual Studio
- Object Oriented Program Design, web programming and n-tier application development
- Data Modeling
- Systems Analysis and requirement documentation
- experience writing SQL
- strong Analytical ability

Secondary Requirements:

General Experience with the following:

- experience administering Microsoft SQL Server
- ability to administer systems developed in other development environments,

Administration:

Hours of duty: (8 Hour Day)

SECURITY REQUIREMENTS

GENERAL

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

SUITABILITY DETERMINATION

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

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"

2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

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

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

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

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

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

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

EMPLOYMENT ELIGIBILITY

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

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

SECURITY MANAGEMENT

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

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 11/01/2007	1 2
6. ISSUED BY ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		4. REQUISITION/PURCHASE REQ. NO. PSHQ-08-6000A	5. PROJECT NO. (if applicable)
CODE ICE/FPS/EACCG/HQ		7. ADMINISTERED BY (if other than item 6)	CODE ICE/FPS/EACCG/HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SI INTERNATIONAL, INC. 12012 SUNSET HILLS ROAD SUITE 800 RESTON VA 201905869		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0143874890000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-5029H HSCEEH-08-F-00004 10B. DATED (SEE ITEM 11) 11/01/2007	

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 Net Increase: \$433,139.20

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 52.232-18 Availability of Funds

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
In accordance with FAR 52.232-18, Availability of Funds, this modification is issued to provide official notice to the contractor that funding is available for the period 10/1/2007 through 9/30/2008. As a result of this modification, funds in the amount of \$433,139.20 are hereby obligated.

All other terms and conditions remain the same.

Discount Terms:
Net 30

Delivery Location Code: ICE/FPS/HQ/OPERATION
ICE FPS Headquarters-Operations
Immigration and Customs Enforcement
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) Irene Katacinski	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/1/2007

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-5029H/HSCEEH-08-F-00004/P00001

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NAME OF OFFEROR OR CONTRACTOR
 SI INTERNATIONAL, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
.0001	Federal Protective Service 800 North Capital Street NW Suite 500 Washington DC 20002 FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008 Change Item 0001 to read as follows (amount shown is the total amount): Senior Software Engineer, Analyst (Kumar Manickkam) Accounting Info: (b)(2)Low Funded: \$216,569.60 Change Item 0002 to read as follows (amount shown is the total amount):				216,569.60
0002	Senior Software Engineer Specialist (Curtis Clair) Accounting Info: (b)(2)Low Funded: \$216,569.60				216,569.60

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/16/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EACCG/HQ	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Wayne A. Massado Philadelphia PA 19106	CODE ICE/FPS/EACCG/HQ
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) SI INTERNATIONAL, INC. 12012 SUNSET HILLS ROAD SUITE 800 RESTON VA 201905869		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0143874890000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-5029H HSCCEH-08-F-00004	10B. DATED (SEE ITEM 11) 11/16/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes Clause
	D. OTHER (Specify type of modification and authority)

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

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

This modification is issued to incorporate the Security Requirements shown on pages 2 through 4 of this modification

All other terms and conditions remain the same.
Period of Performance: 10/01/2007 to 09/30/2008

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) Irene Katakinski	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/2007

NSN 7540-01-152-8070
Previous edition unusable

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

3052.204-71 Contractor employee access.

**CONTRACTOR EMPLOYEE ACCESS
(JUN 2006)**

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

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

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

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting

Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

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

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

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

(End of clause)

3052.209-70 Prohibition on contracts with corporate expatriates.

**PROHIBITION ON CONTRACTS WITH CORPORATE
EXPATRIATES**

(JUN 2006)

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

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

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

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

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

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic

corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

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

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

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

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

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

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

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

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

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

(End of provision)

3052.209-73 Limitation of Future Contracting.

**LIMITATION OF FUTURE CONTRACTING
(JUN 2006)**

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

(b) The nature of this conflict is [describe the conflict].

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

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

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

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 09/22/2008	4. REQUISITION/PURCHASE REQ. NO. PSHQ-09-5002	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106	CODE ICE/FPS/EACCG/HQ	7. ADMINISTERED BY (If other than Item 6) ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Wayne A. Massado Philadelphia PA 19106	CODE ICE/FPS/EACCG/HQ
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SI INTERNATIONAL, INC. 12012 SUNSET HILLS ROAD SUITE 800 RESTON VA 201905869		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-5029H HSCEEH-08-F-00004 10B. DATED (SEE ITEM 11) 09/28/2007	
CODE 0143874890000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

(b)(2)Low

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

CHECK ONE 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. 52.243-1 CHANGES - FIXED PRICE
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes Clause
	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.)

This modification is issued to extend the contract period of performance from October 1, 2008 through December 31, 2008. This action increases the contract amount by \$108,284.80 from \$433,139.20 to \$541,423.60.

Discount Terms:

Net 30

Delivery Location Code: ICE/FPS/HQ/OPERATION

ICE FPS Headquarters-Operations

Immigration and Customs Enforcement

Federal Protective Service

800 North Capital Street NW

Suite 500

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) Michael J. DeCrescio
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Michael J. DeCrescio</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/23/08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS-35F-5029H/HSCEEH-08-F-00004/P00003

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NAME OF OFFEROR OR CONTRACTOR
SI INTERNATIONAL, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Washington DC 20002				
	FOB: Destination Period of Performance: 10/01/2008 to 12/31/2008 Add Item 0003 as follows:				
0003	Senior Software Engineer Analyst (Kumar Manikckam) Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES Accounting Info: (b)(2)Low \$54,142.40 (Subject to Availability of Funds)		(b)(4)		0.00
	Add Item 0004 as follows:				
0004	Senior Software Engineer Analyst (Curtis Clair) Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES Accounting Info: (b)(2)Low \$53,102.40 (Subject to Availability of Funds) FAR 52.232-18 Availability of Funds (APR 1984)				0.00
	Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes 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 this contract and until the Contractor receives notice of such availability to be confirmed in writing by the Contracting Officer.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ NO.	
E00004		12/31/2008		PSRQ-09-6002	
5. ISSUED BY		6. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 6)	
ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Federal Protective Service Office of Acquisition Management 701 Market Street, Suite 4200 Philadelphia PA 19106		ICE/FPS/EACCG/HQ		ICE/FPS/East CCG/HQ-Natl Contracts Immigration and Customs Enforcement Ofc of Acquisition Management - FPS 701 Market Street, Suite 4200 Attn: Wayne A. Massado Philadelphia PA 19106	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
SI INTERNATIONAL, INC. 12012 SUNSET HILLS ROAD SUITE 800 RESTON VA 201905669		(x)			
CODE 0143874890000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-5029H HSCEEH-08-F-00004	
				10B. DATED (SEE ITEM 11) 09/28/2007	

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)

(b)(2) Low XXXXXXXXXXXXXXXXXXXX \$216,569.60

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 52.243-1 CHANGES - FIXED PRICE
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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

This modification is issued for the following reasons:

- In accordance with FAR 52.232-18, Availability of Funds, this modification provides official notice to the contractor that funding is available under HSCEEH-08-F-00004, Line Items 0003 and 0004, for the period October 1, 2008 through December 31, 2008.
- The Services under Contract HSCEEH-08-F-00004, are hereby extended from January 1, 2009 through March 31, 2009. (See Line Items 0005 and 0006)

The above actions increase the contract amount by \$108,284.80, from \$541,424.00 to \$649,708.80.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michael J. DeCrescio	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
		12/31/09	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS 35P-5029H/HSCEEH-08-F-00004/P00004

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NAME OF OFFEROR OR CONTRACTOR
SI INTERNATIONAL, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(\$541,424.00 is the correct amount of the contract, not \$541,423.60 as indicated in Modification P00003) Discount Terms: (b)(2)Low Delivery Location Code: ICE/FPS/HQ/OPERATION ICE FPS Headquarters-Operations Immigration and Customs Enforcement Federal Protective Service 800 North Capital Street NW Suite 500 Washington DC 20002 FOB: Destination Period of Performance: 10/01/2008 to 03/31/2009 Change Item 0003 to read as follows (amount shown is the total amount):				
0003	Senior Software Engineer Analyst (Kumar Manikckam) Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES Change Item 0004 to read as follows (amount shown is the total amount):				54,142.40
0004	Senior Software Engineer Analyst (Curtis Clair) Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES Add Item 0005 as follows:				54,142.40
0005	Senior Software Engineer Analyst (Kumar Manikckam) Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES Add Item 0006 as follows:				54,142.40
0006	Senior Software Engineer Analyst (Curtis Clair) Continued ...				54,142.40

(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 GS-35F-5029R/HSCCEH-08-F-00004/P00004

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NAME OF OFFEROR OR CONTRACTOR
 SI INTERNATIONAL, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: R699 Product/Service Description: OTHER ADMINISTRATIVE SUPPORT SERVICES All other terms and conditions remain the same.				