Date: APR 24 2009

GTSI Corp.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219

Attention: Scott Friedlander, President & COO

Reference: RFP09-997736-42; Technology Products/Equipment and Technology Services/Solutions

Dear Mr. Friedlander:

Acceptance Agreement
Contract Number: RQ09-997736-42D

This acceptance agreement signifies a national contract award to GTSI Corp. for the provision of Technology Services/Solutions, Section B. The period of the contract shall be from May 1, 2009 through April 30, 2013, with three (1) one-year renewal options.

The contract award shall be in accordance with:

1) This Acceptance Agreement;
2) The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 19 within ten (10) days after receipt of this letter.

Sincerely,

[Signature]
Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
MEMORANDUM OF NEGOTIATIONS

RFP09-997736-42; Technology Products/Equipment and Technology Services/Solutions

The County of Fairfax (hereinafter called the County) and GTSI Corp. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ09-997736-42D. The final contract contains the following documents:

a. County’s Request for Proposal RFP09-997736-42 and all Addenda;
b. The Contractor’s Technical and Cost Proposals dated December 11, 2008;
c. The Contractor’s response to interview questions dated January 29, 2009;
d. The County and Contractor’s clarification of items dated March 2, 2009;
e. The Contractor’s response to items for Negotiation dated March 19, 2009;
f. The County and Contractor’s clarification of items dated April 13, 2009;
g. This Memorandum of Negotiation and any Attachments;
h. County purchase order;
i. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. GTSI will invoice all travel and per diem costs per the GSA rates.
2. Signed U. S. Communities General Administration Agreement.

ACCEPTED BY:

[Signature]
Scott, Friedlander, President & COO
GTSI Corp.

[Signature]
Cathy A. Muse, CPPO
Director/County Purchasing Agent

Date: 4-13-09
Date: 4-24-09
1. In various provisions of your firm's response to RFP09-997736-42 GTSI indicated "As the Prime Contract holder GTSI will ensure", the County is asking that GTSI confirm that it will still live up to its commitment as stated in your firm's response if not awarded as the sole prime contractor, but a multiple prime contractor award.

   Acceptance: ☒ yes   ☐ no

2. GTSI indicated in its response to RFP09-997736-42 that all travel and per diem costs for solutions and services would be invoiced at actual travel and per diem charges. The County is requesting that GTSI invoice all travel and per diem costs for solutions and services under the awarded US Communities contract be per the GSA per diem rates which can be found at the following GSA website www.gsa.gov/HP_01_Requested_Perdiem

   Acceptance: ☒ yes   ☐ no

3. Being that GTSI is being awarded Section B. Services/Solutions, GTSI confirms that it will offer the products associated with Services/Solutions at the same discounted rate structure it had proposed for Section A. Products/Equipment.

   Acceptance: ☒ yes   ☐ no

[Signature]

Authorized signature

Scott W. Friedlander
President & COO
GTSI Corp.

Title

4-13-09

Date