AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00016	See Block 16C		

6. ISSUED BY CODE OLAO/NITAAC

National Institutes of Health
NIH Info Tech Acquisition and
Assessment Center
Bethesda, MD 20892-7511

7. ADMINISTERED BY *(If other than Item 6)* CODE

,

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

GENERAL DYNAMICS INFORMATION TECHNOLOGY
3150 FAIRVIEW PARK DRIVE SUITE 100
FALLS CHURCH VA 220424504

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200159W

10B. DATED *(SEE ITEM 13)* 07/11/2012

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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 data, 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 Subpart 42.12 Novations and Change-of-Name Agreements
	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.)*

The purpose of this modification is to:

A. Recognize GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC., a corporation duly organized and existing under the laws of Virginia with its principal office in Falls Church, Virginia, as the successor in interest to NES ASSOCIATES, LLC, a corporation duly organized and existing under the laws of Delaware with its principal office in Falls Church, Virginia. See attached SF 30 and novation agreement as executed by the DCMA.

B. Change contractor from:
NES ASSOCIATES, LLC
DUNS: 625013409 CAGE Code: 4LJT8
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)*	
		GREGORY D. HOLLIDAY	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		_____ *(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR

GENERAL DYNAMICS INFORMATION TECHNOLOGY INC:1108765

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	6361 Walker Lane Suite 300 Alexandria, VA 22310-3280 To: GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. DUNS: 067641597 CAGE Code: 07MU1 3150 Fairview Park Drive Suite 100 Falls Church, VA 22042-4504 All other terms and conditions (e.g., pricing) remain unchanged. Payment: Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500 Period of Performance: 07/15/2012 to 07/14/2022				

NOVATION AGREEMENT

NES Associates, LLC (Transferor), a corporation duly organized and existing under the laws of Delaware with its principal office in Falls Church, Virginia; General Dynamics Information Technology, Inc. (Transferee), a corporation duly organized and existing under the laws of Virginia with its principal office in Falls Church, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of October 1, 2020.

A. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. The Government, represented by various Contracting Officers of the U.S. Government, has entered into certain contracts with the Transferor, as shown in the attached list marked "Exhibit A" and incorporated into this Agreement by reference. The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

2. As of October 1, 2020, the Transferor has transferred to the Transferee all of the assets of the Transferor by virtue of a merger of Transferor with and into Transferee.

3. The Transferee has acquired all of the assets of the Transferor by virtue of the above merger.

4. The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above merger.

5. The Transferee is in a position to fully perform all obligations that may exist under the contracts.

6. It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

7. Evidence of the above merger has been filed with the Government.

B. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT —

1. The Transferor confirms the merger with and into the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

2. The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

3. The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

4. The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

6. All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of, or to the Transferor shall have the same force and effect as if made to the Transferee,

and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

7. The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the merger or this Agreement, other than those that the Government in the absence of this merger or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

8. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee —

(a) Assumes under this Agreement or

(b) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

9. The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

*** *Signatures on Next Page* ***

UNITED STATES OF AMERICA

By: THORNTON.HERBERT.JR.1079356880

Digitally signed by THORNTON.HERBERT.JR.1079356880
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DCMA, cn=THORNTON.HERBERT.JR.1079356880

Name: HERBERT.JR.

Title: 1079356880

NES Associates, LLC

By: _____
Kyle J. McNamara

Title: Vice President & Secretary

[CORPORATE SEAL]

General Dynamics Information Technology, Inc.

By: _____
Kyle J. McNamara

Title: Vice President, General Counsel and Secretary

[CORPORATE SEAL]

NES ASSOCIATES, LLC's SECRETARY CERTIFICATE

I, Timothy J. Turner, certify that I am the Assistant Secretary of NES Associates, LLC, that Kyle J. McNamara, who signed this Agreement for this corporation, was then Vice President & Secretary of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 21st day of October 2020.

By: _____

[CORPORATE SEAL]

GDIT's SECRETARY CERTIFICATE

I, Timothy J. Turner, certify that I am the Assistant Secretary of General Dynamics Information Technology, Inc., that Kyle J. McNamara, who signed this Agreement for this corporation, was then General Counsel, Vice President and Secretary of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 21st day of October 2020.

By: _____

[CORPORATE SEAL]

EXHIBIT A

NES Associates, LLC Contracts to be Novated to GDIT, Inc.

The following page contains a list of Active Contracts/Task Orders and Inactive Contracts/Task Orders that we request be novated to General Dynamics Information Technology, Inc.

See Attachment 3 to the Request for Novation Package for detailed information regarding each Contract and Task Order as required by 48 C.F.R. §§42.1204(e)(2).

Select Paper Clip Icon to the left to see attachments.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF PAGES
J - Firm Fixed Price	1	3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ARZ999	2021 AUG 04		

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
DCMA MANASSAS 14501 GEORGE CARTER WAY CHANTILLY, VA 20151 quinsentina.l.james.civ@mail.mil/571-521-1623	S2404A		FA8726

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
NES ASSOCIATES, LLC DBA NES ASSOCIATES, A CSRA COMPANY 6361 WALKER LN STE 300 ALEXANDRIA, VA 22310-3280		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. FA872617C0014
		10B. DATED (SEE ITEM 11) 2017 AUG 15
CODE 4LJT8 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 ACKNOWLEDGMENT 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 your 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 CONTINUATION PAGE

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 42.1203

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.)

SEE CONTINUATION PAGE

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)	
		Quinsentina L. James Administrative Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		JAMES.QUINSENTINA.L.1262846675 Digitally signed by JAMES.QUINSENTINA.L.1262846675 DN: c=US, o=U.S. Government, ou=PKI, ou=Civilian, cn=JAMES.QUINSENTINA.L.1262846675 Date: 2021.08.216 10:17:09	2021 Aug 04
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CLOSING REMARKS:

The total contract amount of this contract is unchanged.
By execution of the Novation Agreement, the Government recognizes GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. as the successor in interest of NES ASSOCIATES, LLC. As a result GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. became entitled to all rights and titles of interest of NES ASSOCIATES, LLC for the contracts listed in the attachment. The Contractor information for each contract is to be changed as follows:

From:
4LJT8
NES ASSOCIATES, LLC
DBA NES ASSOCIATES, A CSRA COMPANY
6361 WALKER LN STE 300
ALEXANDRIA, VA 22310-3280

To:
07MU1
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.
3150 FAIRVIEW PARK DR
STE 100
FALLS CHURCH, VA 22042-4504

The hard copy remittance address information (payee data) is also to be changed as follows:

From:
4LJT8
MULTIPLE VALUES

To:
07MU1
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.
PNC BANK, N.A.
P.O. BOX 643014
PITTSBURGH, PA 15264-3014

The contract administration office remains the same.

The payment office remains the same.

Pay Office remains unchanged for contracts not paid out of DFAS Office HQ0337, HQ0338, or HQ0339.

The administration office remains unchanged for contracts not administered by DCMA.

Contract Modification Continuation Page

Contract: FA872617C0014
Modification Number: ARZ999
Modification Effective Date: 04 AUG 2021

Additional comments:

This modification and the attached ratified Novation Agreement may be used by other cognizant administrative offices to modify any applicable non-DCMA administered contracts.

List of Attachments

NES_NOAVTION_AGREEMENT.pdf NES NOVATION AGREEMENT-SIGNED
Exhibit_A___NES.pdf EXHIBIT A NES

PIIN	SPIIN	MODIFICATION NUMBER	PIIN SPIIN ISSUED BY DODAAC	PIIN SPIIN EFFECTIVE DATE	PAY OFFICE DODAAC
FA872617C0014		ARZ999	S2404A	08/04/2021	HQ0338
S5105A10F0027		ARZ998	S2404A	08/04/2021	HQ0338
S5105A10F0030		ARZ998	S2404A	08/04/2021	HQ0338
S5105A12F0073		ARZ998	S2404A	08/04/2021	HQ0338
S5105A15F0020		ARZ999	S2404A	08/04/2021	HQ0338
S5121A14A0003	0004	AY	S2404A	08/04/2021	HQ0338
S5121A14A0003	0004	ARZ999	S2404A	08/04/2021	HQ0338
S5121A14A0003	0005	AY	S2404A	08/04/2021	HQ0338
S5121A14A0003	0006	AZ	S2404A	08/04/2021	HQ0338
S5121A14A0003	0007	AY	S2404A	08/04/2021	HQ0338
S5121A14A0005	0001	AX	S2404A	08/04/2021	HQ0338
S5121A14A0005	0002	AY	S2404A	08/04/2021	HQ0338
S5121A14A0005	0003	AZ	S2404A	08/04/2021	HQ0338
S5121A14A0005		ARZ999	S2404A	08/04/2021	HQ0338
S5121A15F0001		ARZ998	S2404A	08/04/2021	HQ0338
W15P7T19D0084		ARZ999	S2404A	08/04/2021	HQ0338
W15P7T19F0252		ARZ999	S2404A	08/04/2021	HQ0338

Except as provided by this contract modification, all terms and conditions of this contract remain unchanged and in full force and effect.