

2. AMENDMENT/MODIFICATION NO. PA10	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. <i>(If applicable)</i>
6. ISSUED BY U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, SUITE 950 SAN DIEGO, CA 92101-3805		7. ADMINISTERED BY <i>(If other than Item 6)</i>	CODE

U.S. GENERAL SERVICES ADMINISTRATION
ENTERPRISE ACQUISITION DIVISION
333 WEST BROADWAY, SUITE 950
SAN DIEGO, CA 92101-3805

8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> ECS FEDERAL, INC. 2750 PROSPERITY AVE STE 600 FAIRFAX, VA, 22031-4312	(X)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED <i>(SEE ITEM 11)</i>
	(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0029
		10B. DATED <i>(SEE ITEM 13)</i> 05/01/2009
CODE DUNS: 806026852	FACILITY CODE CAGE: 1T1E5	

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)*


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: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> 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 checked="" type="checkbox"/>	D. OTHER <i>(Specify type of modification and authority)</i> Novation Agreement - FAR 42.1204

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.)*
a. This modification incorporates the multiple administrative changes outlined on pages 2 and 3 which affects contract GS00Q09BGD0029 resulting from the Novation Agreement contained in attachment 1 of this modification.

See summary of changes on the following pages

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> JASON SCHMITT Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 02/16/2016

b. The following changes are accomplished pursuant to the Novation Agreement (see Attachment1), between the original contractor, Federal Network Systems, LLC (CAGE 1PTG2) transferor, to ECS Federal, Inc. (CAGE 1T1E5) transferee, and the UNITED STATES GOVERNMENT executed on February 16, 2016 under the authority of FAR 42.12.

(1) This modification changes the contractor name, address and CAGE code as follows:

From: FEDERAL NETWORK SYSTEMS, LLC 1300 N. 17TH STREET, STE 1200 ARLINGTON, VA 22209-3802 DUNS: 133424023 CAGE: 1PTG2	To: ECS FEDERAL, INC. 2750 PROSPERITY AVE STE 600 FAIRFAX, VA 22031-4312 DUNS: 806026852 CAGE: 1T1E5
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c. This Novation Agreement includes *in part* the following provisions:

(1) ECS Federal, Inc. (CAGE 1T1E5) assumes all obligations and liabilities of the Federal Network Systems, LLC (CAGE 1PTG2) under the contract by virtue of the above transfer, as if ECS Federal, Inc. were the original party to the contract.

(2) Federal Network Systems, LLC (CAGE 1PTG2) confirms the transfer to ECS Federal, Inc. (CAGE 1T1E5) and waives any claims or rights against the United States Government that it now has or may have in the future in connection with the contract.

(3) Federal Network Systems, LLC (CAGE 1PTG2) and ECS Federal, Inc. (CAGE 1T1E5) 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 transfer of this agreement, other than those that the Government in the absence of this transfer or agreement would have been obligated to pay or reimburse under the terms of the contract.

(4) ECS Federal, Inc. (CAGE 1T1E5) shall be responsible for any task order issued under the contract, including without limitation, task order D12PD18993; to include the close-out of this task order.

(5) This novation transfers all contractual responsibilities to ECS Federal, Inc. (CAGE 1T1E5) who is solely responsible for performance of this contract.

(6) This modification incorporates ECS Federal, Inc.'s Small Business Subcontracting Plan for the entire contract duration, which meets the requirement of the Alliant Contract Section H.11

GOALS FOR SUBCONTRACTING. Contract Section H.10 INCORPORATION OF SUBCONTRACTING PLAN is hereby modified to state “The Individual Small Business Subcontracting Plan signed January 26, 2016 and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(7) ECS Federal, Inc. assumes the Federal Network Systems, LLC.’s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0029.

(8) As a result of the novation, this contract and all task orders issued under this contract will be amended by substituting the name ECS Federal, Inc. in place of Federal Network Systems, LLC. This modification is provided as reference for such modifications.

(9) Except as provided by this contract modification, all funding, contract terms and conditions of the affected contract remain unchanged and in full force and effect.

Attachment 1: Novation Agreement

Attachment 2: List of affected Alliant task orders

NOVATION AGREEMENT

From the Transferor,
Federal Network Systems, LLC., CAGE 1PTG2
To the Transferee
ECS Federal, Inc., CAGE 1T1E5
And
The UNITED STATES GOVERNMENT
Effective February 16, 2016
under the authority of FAR 42.1204

Attachments

1. Novation Agreement

NOTE: *The following documents are not included in this modification but are available upon request from the Alliant GWAC Program Office or Freedom of Information Act request.*

2. Asset Purchase Agreement

3. List of Contracts Affected by Novation

4. Evidence of transferee's capability to perform

5. Bill of Sale

6. Certified Copy of the Authorizing Resolutions of ECS's Board of Directors

7. Certified Copy of the Authorizing Resolutions of FNS's Board of Managers

8. Opinion of Brian Scher, Corporate Counsel for FNS

9. Opinion of Venable LLP, Counsel for ECS

10. Balance sheets of FNS's as of the dates immediately before and after the transfer of the assets

11. Balance sheets of ECS's as of the dates immediately before and after the transfer of the assets

Novation Agreement

Federal Network Systems LLC (Transferor), a Limited Liability Company with its principal office in Ashburn, VA; the ECS Federal, Inc. (Transferee), a corporation duly organized and existing under the laws of Delaware with its principal office in Fairfax, VA; and the United States of America (Government) enter into this Agreement as of September 30, 2015.

(a) The parties agree to the following facts:

(1) The Government, represented by Contracting Officers of the General Services Administration (GSA), has entered into a certain contract with the Transferor, namely: Contract No. GS00Q09BGD0029. The term "the contracts," as used in this Agreement, means the above contract 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 September 30, 2015, the Transferor has transferred to the Transferee all the assets of the Transferor associated with this contract by virtue of this Novation Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

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

(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 transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement --

(1) The Transferor confirms the transfer to 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 this contract. 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 transfer or this Agreement, other than those that the Government in the absence of this transfer 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 --

(i) Assumes under this Agreement; or

(ii) 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.

United States of America,

By _____

Title _____

Federal Network Systems LLC

By Vernon J. Saunders III

Title VP/General Manager

[Corporate Seal]

ECS Federal, Inc.

By Brett J. Surbey

Title VP/DIRECTOR OF CONTRACTS

[Corporate Seal]

Certificate

I, Michael Bante, certify that I am the Secretary of Federal Network Systems LLC; that Vernon Saunders, who signed this Agreement for this corporation, was then Vice President/General Manager 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 day of 2/11 20 16

By Michael J. Bante

[Corporate Seal]

CERTIFICATE

I, Thomas W. Weston, Jr, certify that I am the Secretary of ECS Federal, Inc.; that Brett J. Surbey, who signed this Agreement for this corporation, was then the Director of Contracts 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 day of 5 February 20 16

By Thomas W. Weston, Jr

[Corporate Seal]



Attachment 2

List of Affected Task Orders

LIST OF AFFECTED TASK ORDERS

Order Number	Order Award Date	Receiving Agency Name	Order Description	OCO Agency Name	OCO Name	OCO Email	OCO Phone	Period of Performance End	Total Estimated Value	Total Oblig/Fund Amt
D12PD18993	04/23/2012	DEPARTMENT OF INTERIOR	IMARS Cloud Computing Environment	DEPARTMENT OF INTERIOR	Randy Artz	randy.artz@aqd.nbc.gov	(303) 969-7252	04/22/2014	481,125.39	7,891.20