

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NUMBER PA12	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805	CODE QT2A1CA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) FULCRUM IT SERVICES, LLC 5870 TRINITY PARKWAY STE 400 CENTREVILLE, VA 20120-1974		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER GS00Q09BGD0036	
			10B. DATED (SEE ITEM 13) 05/01/2009	
CODE DUNS: 048382386	FACILITY CODE CAGE Code: 0E1B6			

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 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 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)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	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 checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 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 GS00Q09BGD0036 resulting from the Novation Agreement contained in attachment 1 of this modification.

See summary of changes on the following pages

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) Jason Schmitt CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Jason Schmitt	16C. DATE SIGNED 05/25/2017
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

b. The following changes are accomplished pursuant to the Novation Agreement (see Attachment1), between the original contractor, NTT DATA Federal Services, Inc. (CAGE: 8B358) transferor, to Fulcrum IT Services, LLC (CAGE: 0E1B6) transferee, and the UNITED STATES GOVERNMENT executed on May 24, 2017 under the authority of FAR 42.12.

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

From: NTT DATA Federal Services, Inc. 8100 Boone Blvd Ste 400 Vienna, VA 22182-2642 DUNS: 066781865 CAGE: 8B358	To: FULCRUM IT SERVICES, LLC 5870 Trinity Parkway Ste 400 Centreville, VA 20120-1974 DUNS: 048382386 CAGE: 0E1B6
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c. This Novation Agreement includes *in part* the following provisions:

(1) Fulcrum IT Services, LLC (CAGE: 0E1B6) assumes all obligations and liabilities of the NTT DATA Federal Services, Inc. (CAGE: 8B358) under the contract by virtue of the above transfer, as if Fulcrum IT Services, LLC were the original party to the contract.

(2) NTT DATA Federal Services, Inc. (CAGE: 8B358) confirms the transfer to Fulcrum IT Services, LLC (CAGE: 0E1B6) 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) NTT DATA Federal Services, Inc. (CAGE: 8B358) and Fulcrum IT Services, LLC (CAGE: 0E1B6) 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) Fulcrum IT Services, LLC (CAGE: 0E1B6) shall be responsible for any task order issued under the contract, including without limitation and to include the close-out of these task orders.

(5) This novation transfers all contractual responsibilities to Fulcrum IT Services, LLC (CAGE: 0E1B6) who is solely responsible for performance of this contract.

(6) This modification incorporates Fulcrum IT Services, LLC'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 May 23,

2017, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference”.

(7) Fulcrum IT Services, LLC assumes the NTT DATA Federal Services, Inc.’s Time and Material/Labor Hour pricing for the Alliant Contract GS00Q09BGD0036.

(8) As a result of the novation, this contract and all task orders issued under this contract will be amended by substituting the name Fulcrum IT Services, LLC in place of NTT DATA Federal Services, Inc. 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 Task Orders

NOVATION AGREEMENT

From the Transferor,
NTT DATA Federal Services, Inc., CAGE 8B358
To the Transferee
FULCRUM IT SERVICES, LLC, CAGE 0E1B6
And
The UNITED STATES GOVERNMENT
Effective May 24, 2017
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. Evidence of transferee's capability to perform

3. Bill of Sale

4. Certified Copy of the Authorizing Resolutions of NTT DATA's Board of Directors

5. Certified Copy of the Authorizing Resolutions of Fulcrum IT Service's Board of Managers

6. Opinion of James Devlin, Counsel for NTT DATA

7. Opinion of Daniel H. DuVal, Counsel for Fulcrum IT Services

8. Balance sheets of NTT DATA Federal Services, Inc.

9. Balance sheets of Fulcrum IT Services, LLC

NOVATION AGREEMENT

NTT DATA Federal Services, Inc., (Transferor) a corporation duly organized and existing under the laws of Delaware with its principal office in Vienna, Virginia; Fulcrum IT Services, LLC, (Transferee), a limited liability company duly organized and existing under the laws of Virginia with its principal office in Centreville, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of February 28, 2017.

ARTICLE I THE PARTIES AGREE TO THE FOLLOWING FACTS:

Section 1.1 The Government has entered into a certain contract with the Transferor, namely: Contract No. GS00Q09BGD0036. The term "the contract," as used in this Agreement, means the above contract, including all modifications and task orders, 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 this contract). Included in the term "the contract" are also all modifications made under the terms and conditions of this contract between the Government and the Transferee, on or after the effective date of this Agreement.

Section 1.2 As of February 28, 2017, the Transferor has transferred to the Transferee all the assets of the Transferor involved in the performance of the contract by virtue of an Asset Purchase Agreement between the Transferor and the Transferee.

Section 1.3 The Transferee has acquired all the assets of the Transferor involved in the performance of the contract by virtue of the above transfer.

Section 1.4 The Transferee has assumed all obligations and liabilities of the Transferor under the contract by virtue of the above transfer.

Section 1.5 The Transferee is in a position to fully perform all obligations that may exist under the contract.

Section 1.6 It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.

Section 1.7 Evidence of the above transfer has been filed with the Government.

ARTICLE II

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

Section 2.1 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 contract.

Section 2.2 *The Transferee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of and all claims against, the Transferor under the contract as if the Transferee were the original party to the contract.*

Section 2.3 *The Transferee ratifies all previous actions taken by the Transferor with respect to the contract, with the same force and effect as if the action had been taken by the Transferee.*

Section 2.4 *The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Transferee.*

Section 2.5 *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.*

Section 2.6 *All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract, shall be considered to have discharged those parts of the Government's obligations under the contract. 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 contract, to the extent of the amounts paid or reimbursed.*

Section 2.7 *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 contract.*

Section 2.8 *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 this contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.*

Section 2.9 *The contract 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: *John Schmitt*

Title GSA CONTRACTING OFFICER

NTT DATA FEDERAL SERVICES, INC.

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

FULCRUM IT SERVICES, LLC

By: *Jeff Handy*

Name: JEFF HANDY 3/6/17

Title: CEO/PRESIDENT

[SEAL]

Certificate

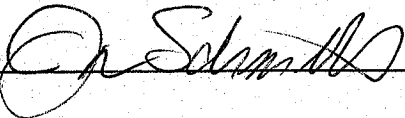
I, Carroll Johnson, certify that I am the Secretary of Fulcrum IT Services, LLC, that Jeff Handy, who signed this Agreement for this limited liability company, was then Chief Executive Officer and President of this limited liability company; and that this Agreement was duly signed for and on behalf of this limited liability company by authority of its governing body and within the scope of its limited liability company powers. Witness my hand and the seal of this limited liability company this 6 day of March, 2017.

By _____



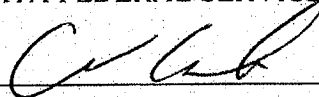
[Seal]

UNITED STATES OF AMERICA

By: 

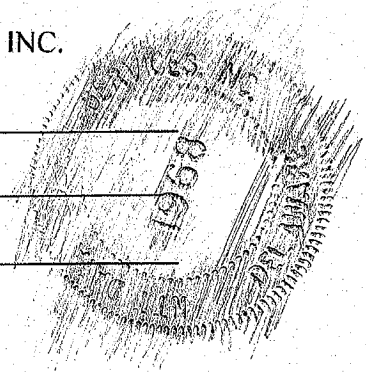
Title GSA CONTRACTING OFFICER

NTT DATA FEDERAL SERVICES, INC.

By: 

Name: David Kapusta

Title: President



[CORPORATE SEAL]

FULCRUM IT SERVICES, LLC

By: _____


Name: _____

Title: _____

[SEAL]

Certificate

I, James Devlin, certify that I am the Secretary of NTT DATA Federal Services, Inc., that David Kapusta, who signed this Agreement for this corporation, was then President 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 28 day of February, 2017.

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned above a horizontal line.

[*Corporate Seal*]

Attachment 2

List of Affected Task Orders

List of Task Orders under GS00Q09BGD0036

Order Number	Award Date	Agency	Description	Total Obligated Amt	Total Estimated Value	Start	End
D14PD00447	05/09/2014	DEPARTMENT OF INTERIOR	Data Center Co-location Services	1,582,470.49	11,626,471.88	08/01/2016	07/31/2017
FA8770-11-F-1000	08/03/2011	DEPARTMENT OF THE AIR FORCE (HQ USAF)	ESG/HGGG. the Integrated Logistics Systems Supply	1,923,870.68	2,743,465.00	08/03/2011	08/02/2012
FA8771-12-F-1007	08/02/2012	DEPARTMENT OF THE AIR FORCE (HQ USAF)	ESG/HGGG, the Integrated Logistics Systems-Supply (ILS-S) Program	2,586,461.90	2,663,593.94	08/03/2012	05/24/2013