

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PA10		3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION / PURCHASE REQ. NO.	5. PROJECT NO. (If Applicable)
6. ISSUED BY: CODE		QT2A1CA	7. ADMINISTERED BY (If other than Item 6) CODE	
U.S. GENERAL SERVICES ADMINISTRATION ENTERPRISE ACQUISITION DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO.
LOCKHEED MARTIN CORPORATION 9500 Godwin Dr Manassas, VA 20110-4166			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. GS00Q09BGD0011
				10B. DATED (SEE ITEM 13) 5/1/2009
CODE DUNS: 019710586		FACILITY CODE CAGE: 52088		

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.

Offer's 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 [Click here to enter text](#), 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)

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

- 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: **FAR 43.103 AND BY MUTUAL AGREEMENT OF THE PARTIES**
- 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 GS00Q09BGD0011 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 (Signature of person authorized to sign)	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF AMERICA BY:	16C. DATE SIGNED 11/02/2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

b. The following changes are accomplished pursuant to the Novation Agreement (see Attachment1), between the original contractor, Analytical Services, Inc. (0Z229) transferor, to Lockheed Martin Corporation (CAGE 52088) transferee, and the UNITED STATES GOVERNMENT executed on November 02, 2016 under the authority of FAR 42.12.

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

From: ANALYTICAL SERVICES, INC. 350 Voyager Way NW Huntsville, AL 35806-3200 DUNS: 839422763 CAGE: 0Z229	To: LOCKHEED MARTIN CORPORATION 9500 Godwin Dr Manassas, VA 20110-4166 DUNS: 019710586 CAGE: 52088
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c. This Novation Agreement includes *in part* the following provisions:

(1) Lockheed Martin Corporation (CAGE 52088) assumes all obligations and liabilities of the Analytical Services, Inc. (CAGE 0Z229) under the contract by virtue of the above transfer, as if Lockheed Martin Corporation were the original party to the contract.

(2) Analytical Services, Inc. (CAGE 0Z229) confirms the transfer to Lockheed Martin Corporation (CAGE 52088) 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) Analytical Services, Inc. (CAGE 0Z229) and Lockheed Martin Corporation (CAGE 52088) 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) Lockheed Martin Corporation (CAGE 52088) 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 Lockheed Martin Corporation (CAGE 52088) who is solely responsible for performance of this contract.

(6) This modification incorporates Lockheed Martin Corporation'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 October 11, 2016, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated into the contract by reference".

(7) Lockheed Martin Corporation assumes the Analytical Services, Inc.'s Time and Material/ Labor Hour pricing for the Alliant Contract GS00Q09BGD0011.

(8) As a result of the novation, this contract and all task orders issued under this contract will be amended by substituting the name Lockheed Martin Corporation in place of Analytical 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

NOVATION AGREEMENT

From the Transferor,
Analytical Services, Inc., CAGE 0Z229
To the Transferee
Lockheed Martin Corporation, CAGE 52088
And
The UNITED STATES GOVERNMENT
Effective November 02, 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. Evidence of transferee's capability to perform

3. Bill of Sale

4. Opinion of Catherine Norton, General Counsel for Analytical Services, Inc.

5. Opinion of Renata J. Baker, General Counsel for Lockheed Martin Corporation

6. Balance sheets of Analytical Services, Inc.

7. Balance sheets of Lockheed Martin Corporation

NOVATION AGREEMENT

Analytical Services, Inc. ("Transferor"), a corporation duly organized and existing under the laws of Alabama with its principal office at 7000 Muirkirk Meadows Drive, Suite 100, Beltsville, MD 20705; Lockheed Martin Corporation ("Transferee"), a corporation duly organized and existing under the laws of Maryland with its principal office at 6801 Rockledge Drive, Bethesda, Maryland 20817; and the United States of America ("Government") enter into this Agreement as of September 15, 2016.

(a) The parties agree to the following facts:

(1) The Government has entered into GSA Alliant Contract No. GS00Q09BGD0011 with the Transferor, as further identified in Exhibit A and incorporated in this Agreement by reference. The GSA Alliant Contract, as referenced in this Agreement, means GSA Alliant Contract No. GS00Q09BGD0011, including all modifications made between the Government and the Transferor before or after 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 GSA Alliant Contract" are also all modifications made under the terms and conditions thereof, on or after the effective date of this Agreement.

(2) As of September 15, 2016, the Transferor has transferred to the Transferee all the assets necessary to perform the GSA Alliant Contract, by virtue of the execution of a Bill of Sale, Assignment and Assumption Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets necessary to perform the GSA Alliant Contract by virtue of the above transfer.

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

(5) The Transferee is in a position to fully perform all obligations that may exist under the GSA Alliant Contract.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the GSA Alliant Contract.

(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 GSA Alliant Contract.

(2) The Transferee agrees to be bound by and to perform the GSA Alliant Contract in accordance with the conditions contained in the GSA Alliant Contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the GSA Alliant Contract 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 GSA Alliant Contract, 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 GSA Alliant Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the GSA Alliant Contract as if the Transferee were the original party to the GSA Alliant Contract. Following the effective date of this Agreement, the term "Contractor," as used in the GSA Alliant Contract, 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 GSA Alliant Contract, shall be considered to have discharged those parts of the Government's obligations under the GSA Alliant 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 GSA Alliant Contract, 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 GSA Alliant Contract.

(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 the GSA Alliant Contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The GSA Alliant 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 *Don Schmitt*
Title GSA CONTRACTING OFFICER

ANALYTICAL SERVICES, INC.

By *[Signature]*
Title Chairman

LOCKHEED MARTIN CORPORATION

By _____
Title _____

ANALYTICAL SERVICES, INC.

Secretary's Certificate and Authentication

I, Clifford Greenblatt, certify that I am the Secretary of Analytical Services, Inc.; that Mark Gray, who signed this Agreement for this corporation, was then Chairman 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.


IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed on September 30, 2016.



Clifford Greenblatt
Secretary

(9) The GSA Alliant 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 

Title GSA CONTRACTING OFFICER

ANALYTICAL SERVICES, INC.

By _____

Title _____

LOCKHEED MARTIN CORPORATION

By 

Title Vice President, Contracts

LOCKHEED MARTIN CORPORATION

Secretary's Certificate and Authentication

I, Marian S. Block, certify that I am the Vice President, Associate General Counsel and Assistant Secretary of Lockheed Martin Corporation; that Raymond P. Piselli, who signed this Agreement for this corporation, was then Vice President, CAMO, Lockheed Martin RMS; 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.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed on September 30, 2016.


Marian S. Block
Vice President, Associate General Counsel
and Assistant Secretary

Exhibit A

List of Affected Contracts

Affected Contracts Pursuant to FAR 41.1204(e)(2)

Contract Number	Contract Type	Name and Address of Contracting Office	Total Dollar Value	Approximate remaining unpaid Balance
GS00Q09BGD0011	IDIQ - All contract types permissible under the Basic Contract	U.S. General Services Administration Enterprise GWAC Center 333 West Broadway, Suite 950 San Diego, CA 92101	\$0	\$0
DJD14HQE0050	Fixed Price	Drug Enforcement Administration HQ 8701 Morrissette Drive Springfield, VA 22152	\$2,767.28	\$0