

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda, MD 20892-7511		CODE OLAO/NITAAC		7. ADMINISTERED BY (If other than Item 6) ,		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ARDENT MANAGEMENT CONSULTING, INC.:1164463 1735 N LYNN STREET SUITE 710 ARLINGTON VA 222092019				(x)			9A. AMENDMENT OF SOLICITATION NO.	
							9B. DATED (SEE ITEM 11)	
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200066W	
							10B. DATED (SEE ITEM 13) 04/30/2012	
CODE		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 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) 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 date, 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 <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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 ARDENT MANAGEMENT CONSULTING, INC., a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, Virginia, as the successor in interest to SYSTEMS MADE SIMPLE, INC., a corporation duly organized and existing under the laws of New York with its principal office in Reston, Virginia. See executed novation agreement as attached. B. Change contractor from: SYSTEMS MADE SIMPLE, INC. DUNS: 783044597 CAGE Code: 1U3R1 8521 Leesburg Pike 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) Donella Lael, Contracts Manager, ArdentMC				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEITH JOHNSON				
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED 24-Jan-2020		16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)		16C. DATE SIGNED		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSN316201200066W/P00010	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

ARDENT MANAGEMENT CONSULTING, INC.:1164463

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Suite 600 Vienna, Virginia 22182</p> <p>To: ARDENT MANAGEMENT CONSULTING, INC. DUNS: 617942987 CAGE Code: 4H0Q6 1735 N Lynn St Ste 710 Arlington, VA, 22209-2019</p> <p>C. Change contract holder business size from 'Other Than Small' to 'Small Business'. See representation of business size as attached.</p> <p>All other terms and conditions (e.g., pricing) remain unchanged.</p> <p>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: 04/30/2012 to 04/29/2022</p>				

NOVATION AGREEMENT

Systems Made Simple, Inc. (Transferor), a corporation duly organized and existing under the laws of New York with its principal office in Reston, Virginia; Ardent Management Consulting, Inc. (Transferee), a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of August 16, 2019.

(a) The parties agree to the following facts:

(1) The Government, represented by the Contracting Officers of the National Institutes of Health and the Department of Defense, Defense Health Agency, has entered into certain contracts with the Transferor, namely:

Chief Information Officer – Solutions and Partners 3 Small Business Indefinite Delivery/Indefinite Quantity Contract No. HHSN316201200199W (“CIO-SP3 SB”) and Task Order HHSM500201400117U; and

Chief Information Officer – Solutions and Partners 3 Service-Disabled Veteran-Owned Small Business Indefinite Delivery/Indefinite Quantity Contract No. HHSN316201200066W (“CIO-SP3 SDVOSB”), together with Delivery Order HHSN316201200066W-HT001112F0087 and Delivery Order HHSN316201200066W-HT001213F0006.

The term “the contracts,” as used in this Agreement, means the above contracts and associated 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 the contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of August 16, 2019, the Transferor has transferred to the Transferee certain assets of the Transferor by virtue of, and as identified in, a Business Acquisition Agreement and an associated Letter Agreement between the Transferor and the Transferee.

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

(4) The Transferee has assumed all obligations and liabilities of the Transferor under CIO-SP3 and the task order thereunder referenced above by virtue of the above transfer.

(5) Provided all work under CIO-SP3 SDVOSB and the delivery orders thereunder referenced above concluded prior to the above transfer, Transferee has assumed no liabilities related to CIO-SP3 SDVOSB or the delivery orders. All close-out liabilities related to CIO-SP3 SDVOSB and the delivery orders will remain the liability of Transferor.

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

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

(8) 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 the contracts 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 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:

(a) Assumes under this Agreement or

(b) May undertake in the future should these contracts be modified under its 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

Keith Johnson

By Keith Johnson

Title Contracting Officer

SYSTEMS MADE SIMPLE, INC.

James C. Reagan

By: James C. Reagan

Title: Director

[CORPORATE SEAL]



ARDENT MANAGEMENT CONSULTING, INC.

Brandon Labonte

By BRANDON LABONTE

Title PRESIDENT & CEO

[CORPORATE SEAL]

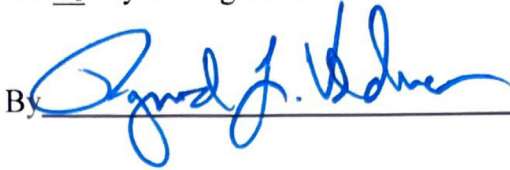


CERTIFICATE

OK C. I, Ray L. Veldman, , certify that I am the Secretary of Systems Made Simple, Inc., that James R. Reagan, who signed for this corporation, was then a Director 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 of this corporation this 16 day of August 2019.

By



[CORPORATE SEAL]

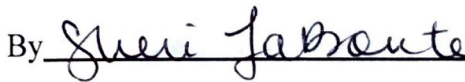


CERTIFICATE

I, Sheri Labonte, certify that I am the Secretary of Ardent Management Consulting, Inc., that Brandon Labonte who signed for this corporation, was then President/CEO 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 16 day of August 2019.

By



[CORPORATE SEAL]



CIO-SP3 SMALL BUSINESS

Contract Number: HHSN316201200066W, HHSN316201200199W

DUNS: 617942987

Legal Business Name: Ardent Management Consulting, Inc.

CAGE Code: 4H0Q6

52.219-1 Small Business Program Representations.

Small Business Program Representations (Oct 2014)

(a) Definitions. As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is— 541512.

(2) The small business size standard is \$30 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it ☒ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☒ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☒ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☒ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☒ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☒ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

AUTHORIZED REPRESENTATIVE NAME AND ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
NAME: Donella Lael, Contracts Manager STREET: Ardent Management Consulting, Inc. 1735 N. Lynn Street, Suite 710 CITY, STATE, ZIP: Arlington, Virginia 22209-2019 Donella A Lael Digitally signed by Donella A Lael Date: 2019.12.06 09:15:53 -05'00' <hr/> Signature	(XXX) XXX – XXXX (703)964-8010 <hr/> December 6, 2019 Date