| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE PAGE OF PAGES | | | | |
|---|---|-----------------------------------|---|--------------------------------|---------------------------|--|--|
| 2. AMENDMENT/MODIFICATION NO. | 2 FEFOTNE DATE | L4 Dt | TO HOLTON PURPOUNDS DEC. NO. | Js. 220 | 1 2 | | |
| | 3. EFFECTIVE DATE | 4. Rt | EQUISITION/PURCHASE REQ. NO. | 5, PROJ | JECT NO. (If applicable) | | |
| 0008 6. ISSUED BY CODE | See Block 16C IO-OLAO/NITAAC | 7.4 | DMINISTERED BY (If other than Item 6) | CODE | I | | |
| National Institutes of Healt NIH Info Tech Acquisition an Assessment Center Bethesda MD 20892-7511 | h | Na NII As | tional Institutes of Hea H Info Tech Acquisition sessment Center thesda | lth | ADM-OLAO/NITAAC | | |
| | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, INFORMATION INNOVATORS, INC. 7400 FULLERTON ROAD SUITE 210 SPRINGFIELD VA 221532830 | | x 1 | A AMENDMENT OF SOLICITATION NO. B. DATED (SEE ITEM 11) OA MODIFICATION OF CONTRACT/ORDER N HSN316201200015W OB. DATED (SEE ITEM 13) | O. | | | |
| CODE | FACILITY CODE | | 05/23/2012 | | | | |
| | 11. THIS ITEM ONLY APPLIES TO | | | | | | |
| CHECK ONE A. THIS CHANGE ORDER IS ISSUED PORDER NO. IN ITEM 10A. | DDIFICATION OF CONTRACTS/ORD URSUANT TO: (Specify authority) TI T/ORDER IS MODIFIED TO REFLEC IN ITEM 14, PURSUANT TO THE AL | ERS. IT! HE CHAN CT THE A UTHORIT | MODIFIES THE CONTRACT/ORDER NO. AS DE IGES SET FORTH IN ITEM 14 ARE MADE IN TO DMINISTRATIVE CHANGES (such as changes in Y OF FAR 43.103(b). | HE CONT | RACT | | |
| X FAR Subpart 42.12 No. D. OTHER (Specify type of modification of the control of | | of-Nar | me Agreements | | | | |
| E. IMPORTANT: Contractor is not. | X is required to sign this document | and return | n1 copies to the issuing | office. | | | |
| 14 DESCRIPTION OF AMENDMENT/MODIFICATION (IT he purpose of this modification (IT he purpose of this modification). A. Recognize INFORMATION INNOT the laws of Virginia, with it interest to CREATIVE COMPUTING ander the laws of Maryland, was accordance with the attached. B. Change the vendor from: CREATIVE COMPUTING SOLUTIONS, | cion is to: OVATORS, INC., a constant of the | orpora e in S a co | ation duly organized and Springfield, VA, as the s orporation duly organized ce in Rockville, MD. This | exis succe d and s is | ssor in existing in | | |
| DUNS: 005193037 CAGE Code: 1 | | | | | | | |
| Continued | • | | | | | | |
| Except as provided herein, all terms and conditions of the | document referenced in Item 9 A or | 10A, as h | eretofore changed, remains unchanged and in fi | ull force ar | nd effect. | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | . NAME AND TITLE OF CONTRACTING OFFIC | | | | |
| Laurence R. Chashin, Director, Compli | ance & Risk Mot | СН | ARLES R. HICKS | | | | |
| 168 CONTRACTOR/OFFEROR Laurence R. Digitally signed by Laurence R. Chashin Chashin (Signature of persor) author/2018/09/09/508:06:03 | re R. Chashin n, o=information chashineliinfo.com | 16B | UNITED STATES OF AMERICA (Signature of Contracting Officer) | | 16C. DATE SIGNED | | |

| CONTINUATION OUTET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF | |
|--------------------|---|------|----|---|
| CONTINUATION SHEET | HHSN316201200015W/0008 | 2 | 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR

INFORMATION INNOVATORS, INC.:1267846

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|----------|---|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | 1901 RESEARCH BOULEVARD, SUITE 600 | | | | |
| | ROCKVILLE MD 20850-3292 | | | | |
| | | | | | |
| | TO: | | | | |
| | INFORMATION INNOVATORS, INC. DUNS: 043669030 CAGE Code: 3D7A8 | | | | |
| | 7400 FULLERTON ROAD, SUITE 210 | | | | |
| | SPRINGFIELD VA 22153-2830 | | | | |
| | SEKINGFIELD VA 22133-2030 | | | | |
| | All other terms and conditions (e.g. | | | | |
| | pricing) remain unchanged. | | l | | |
| | Discount Terms: PROMPT PAY | | | | |
| | Payment: | | | | |
| | Approved By, DITA-NITAAC Central | | | | |
| | 2115 East Jefferson St, MSC 8500 | | | | |
| | 2115 East Jefferson St, MSC 8500 | | | | |
| | Room 4B-432 | 1 | | | |
| | Bethesda, MD 20892-8500 | | | | |
| | Period of Performance: 06/01/2012 to 05/31/2022 | | | | |
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| AMENDMENT OF SOLICITATION/M | F CONTRACT | CONTRACT 1. CONTRACT ID CODE | | DE | PAGE 1 | OF PAGES | |
|--|---|---|-----------------------|---|--------------------------------|------------|----------------------|
| 2. AMENDMENT/MODIFICATION NO. ARZ999 | 3. EFFECTIVE DATE 2016MAY07 | 4. REQUISITION/PURCH | RCHASE REQ. NO. 5. PR | | | NO. (If ap | _ |
| 6. ISSUED BY CODE | S2101A | 7. ADMINISTERED BY (I | f other | than Item 6) | CODE | S2101. | A |
| DCMA BALTIMORE 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE, MD 21202-3375 Harry.Tucker@dcma.mil/443-884-1156 | <u>521011/</u> | DCMA BALTIMORE 217 EAST REDWOO SUITE 1800 BALTIMORE, MD 21 DCMA.BALTIMORE | DD S1 | 3375 | 143-884-100 | | · |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, coun | ty, State and ZIP Code) | | (X) | 9A. AMENDMEN | T OF SOLICITA | ATION NO. | |
| CREATIVE COMPUTING SOLUTIONS 1901 RESEARCH BLVD STE 600 ROCKVILLE, MD 20850-3292 | | | | 9B. DATED (SEE 1 OA. MODIFICA' N0017805D4 | TION OF CONT | RACT/OR | DER NO. |
| | | | × | 1 OB. DATED (SE | E ITEM 11) | | |
| CODE 1FLJ6 FAC | ILITY CODE | | " | 2005MAR01 | , | | |
| 11. THIS ITEM | ONLY APPLIES TO A | AMENDMENTS OF SC | LICI | TATIONS | | | |
| (a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO your desire to change an offer already submitted, such change amendment, and is received prior to the opening hour and date | to the solicitation and ame THE HOUR AND DATE SP may be made by telegram of | endment numbers. FAILURE ECIFIED MAY RESULT IN RE | OF YO | OUR ACKNOWLEDO | GMENT TO BE R. If by virtue | RECEIVED | AT THE endment |
| SEE CONTINUATION PAGE | | | | | | | |
| IT MODIFIES TH | E CONTRACT/ORDI | DIFICATION OF CONT ER NO. AS DESCRIBI | ED IN | ITEM 14. | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUNO. IN ITEM 10A. | JANT TO: (Specify authorit | y) THE CHANGES SET FOR | TH IN I | TEM 14 ARE MADI | E IN THE CON | TRACT OR | DER |
| B. THE ABOVE NUMBERED CONTRACT/OR appropriation date, etc.) SET FORTH IN | TEM 14, PURSUANT TO T | HE AUTHORITY OF FAR- 43 | | , | nges in paying | office, | |
| C. THIS SUPPLEMENTAL AGREEMENT IS EI | | TO AUTHORITY OF: | | | | | |
| D. OTHER (Specify type of modification and s FAR 42.1203 | authority) | | | | | | |
| | | document and return | | | pies to the | issuing | office. |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized SEE CONTINUATION PAGE Except as provided berein, all terms and conditions of the docu- | | | | | ŕ | and offer | • |
| Except as provided herein, all terms and conditions of the docu 15A. NAME AND TITLE OF SIGNER (Type or print) | ment referenced in item 9A | 16A. NAME AND TITLE OF | | | | | - |
| | | Harry Tucker | _ | . | - | | |
| | 1 | Administrative Conti | | | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF | AMERI | CA | | | ATE SIGNED 6May13 |
| (Signature of person authorized to sign) | | (Signatu | re of C | ontracting Officer) | | | |

Contract Modification Continuation Page

Page 2 of 3

Contract: N0017805D4259 Modification Number: ARZ999

Modification Effective Date: 07 MAY 2016

CLOSING REMARKS:

By execution of the Novation Agreement, the Government recognizes Information Innovators Inc. as the successor in interest of CREATIVE COMPUTING SOLUTIONS. As a result Information Innovators Inc. became entitled to all rights and titles of interest of CREATIVE COMPUTING SOLUTIONS for the contracts listed in the attachment. The Contractor information for each contract is to be changed as follows:

From: 1FLJ6 CREATIVE COMPUTING SOLUTIONS 1901 RESEARCH BLVD STE 600 ROCKVILLE, MD 20850-3292

To: 3D7A8 Information Innovators Inc. 7400 Fullerton Road Springfield, VA 22153-2830

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

From:

CREATIVE COMPUTING SOLUTIONS 1901 RESEARCH BLVD STE 600 ROCKVILLE MD 208503292

To: 3D7A8 Information Innovators Inc. 7400 Fullerton Road Springfield, VA 22153-2830

As a result of the novation, the Administration Office is changed as follows:

From: Multiple DoDAACs

To: S2404A DCMA MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY, VA 20151

The payment office remains the same.

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

Additional comments:

Contract Modification Continuation Page

Page 3 of 3

Contract: N0017805D4259 Modification Number: ARZ999

Modification Effective Date: 07 MAY 2016

Novation modification for the merger between Creative Computing Solutions Inc. and Information Innovators Inc. ACO has reached out to all vested parties and have confirmed concurrence.

Creative Computing Solutions, Inc. (CCSi) shall be merged into said Information Innovators, Inc. (Triple I).

List of Attachments

CCSI_novation_Agreement.pdf Novation Agreement

| PIIN | SPIIN | MODIFICATION NUMBER | PIIN SPIIN ISSUED BY DODAAC | PIIN SPIIN EFFECTIVE DATE | PAY OFFICE DODAAC |
|---------------|-------|------------------------|-----------------------------------|---------------------------------|-------------------------|
| FA872115D0008 | | ARZ999 | S2101A | 05/13/2016 | HQ0338 |
| HQ003410F2070 | | ARZ998 | S2101A | 05/13/2016 | HQ0338 |
| N0017805D4259 | 0001 | AZ | S2101A | 05/13/2016 | HQ0338 |
| N0017805D4259 | | ARZ999 | S2101A | 05/13/2016 | HQ0338 |
| S5121A15A0007 | 0001 | AY | S2101A | 05/13/2016 | HQ0338 |
| S5121A15A0007 | 0002 | AY | S2101A | 05/13/2016 | HQ0338 |
| S5121A15A0007 | | ARZ999 | S2101A | 05/13/2016 | HQ0338 |

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

NOVATION AGREEMENT

| Creative Computing Soluti | ons, Inc. (Transferor), a corporation duly organized and existing und |
|--------------------------------|---|
| the laws of Maryland, with its | principal office in Rockville, MD; Information Innovators Inc. |
| (Transferee), a corporation du | ly organized and existing under the laws of Virginia, with its principality |
| | the United States of America (Government), enter into this |
| Agreement as of | ,201 |

- (a) The parties agree to the following facts:
- (1) The Government, represented by various Contracting Officers of the Department of Veterans Affairs, Defense Contract Management Agency, Department of Health and Human Services, Department of Homeland Security, Defense Centers of Excellence, has entered into certain contracts with the Transferor, as shown in the attached list marked 'Exhibit A' and incorporated in 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 May 1, 2015, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a stock purchase agreement, which was executed on April 17, 2015, and the subsequent merger of May 1, 2015, 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—
 - 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 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)(i) Except as set forth in subparagraph (7)(ii) below, 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.
- (ii) The Government recognizes that restructuring by the Transferee incidental to the acquisition/merger may be in the best interests of the Government. Restructuring costs that are allowable under Part 31 of the Federal Acquisition Regulation (FAR) or Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS) may be reimbursed under flexibly-priced novated contracts, provided the Transferee demonstrates that the restructuring will reduce overall costs to the Department of Defense (DoD) (and to the National Aeronautics and Space Administration (NASA), where there is a mix of DoD and NASA contracts), and the requirements included in DFARS 231.205-70 are met. Restructuring costs shall not be allowed on novated contracts unless there is an audit of the restructuring proposal; a determination by the contracting officer of overall reduced costs to DoD/NASA; and an Advance Agreement setting forth a cumulative cost ceiling for restructuring projects and the period to which such costs shall be assigned.
- (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,

| TUCKER.HARR Digitally signed by TUCKER.HARRY.1199610666 DN: C=US, o=U.S. Government, |
|--|
| Y.1199610666 bu=DoD, ou=PKI, ou=DCMA, cn=TUCKER.HARRY.1199610666 Date: 2016.05.04 11:34:59 -04'00' |
| Title Administrative Contracts Officer (ACO) |
| |
| CREATIVE COMPUTING SOLUTIONS, INC., |
| 77 |
| By Franco Tao |
| Title President |
| [Corporate Seal] |
| |
| |
| Information Innovators inc., |
| Sto (III) |
| By Steve Ikirt |
| Title Chief Executive Officer |
| [Corporate Seal] |
| |

CERTIFICATE

I, Denise Wilder, certify that I am the Secretary of Information Innovators Inc.; that Steve Ikirt, who signed this Agreement for this corporation, was then Chief Executive Officer 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 11th day of December 2015.

Ву_____

[Corporate Seal]

CERTIFICATE

| I, Denise | Wilder, certify that I am the Secretary of Creative Computing Solutions, Inc.; that |
|---------------|---|
| Franco Tao, | 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 bo | ody and within the scope of its corporate powers. Witness my hand and the seal of this |
| corporation t | his lib day of December 2015. |

By Selli

[Corporate Seal]

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DCoE - Psych & Brain Injury 11335 East-Wost Highway Silver Spring, MD 20810 DHS, Office of Procurement Operations Information Technology Acquisition Ctr 245 Murray Lane, SW Washington, DC 20598 1500 819 Taylor St., Room 13A33 NITAAC 601 Executive Blvd, Schedule Operations, Div 3 **ATTACHMENT** Small Business GWAC Center, Room 1076 15 East Bannister Road Kenses Clry, MO 64131-3089 Activity 820 Chandler St. Fort Detrick, MD 21702-Department of Homeland Security, Office of Rockville MD 20892 USA Med Research Acq or Worth TX 76102 GSA/FAS/QTFAD8 IT Anticess Suite 501 gwendołyn.parker@gsa.gov 253 931-7186 817 robby.joyner@hq.dhs.gov 202-447-0054 laura.tomitz@us.army.mil 3D1-Consid C. Wheatley donaid.com/Consideration 201-619-2540 GWAC Greg Byrd greg byrd@gsa.gov 816-823-4356 lann Washington lann washington@hq.dhs.gov 202-447-5738 Evie Thompson (CS) elvie.a.thompson@hud.gov 202-402-4549 Contracting Officer/ phone/email nitaeacsupport@nift.gov Carolyn M. Blake carolyn.blake@gsa.gov Keith Johnson 888-773-6542 Robby Joyner **Gwen Parker** Laura Tomitz 978-4661 619-7350 GWAC GWAC 1 **MAS** MAS ğ Task Order Number WB1XWH-08-D-0045-HSHQDC-14-F-00044 DU100F-13-T-00004 S. XX XX N/A N/A Contract Number HHSN318201200015W HSHQDC-13-D-E2055 WB1XWH-08-D-0045 W81XWH-08-D-0045 (CCS) TEAMS) GS-10F-0425R GS-10F-0425R GS-35F-0602U GS-06F-0612Z GS-06F-0612Z Ordering Agency SH **GSA** GSA 8 8 SHO GSA 돥 Ī

Creative Computing Solutions, Inc. DUNS 005193037

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| DHS, Office of Procurement 202, Operations Information Technology Acquisition Ctr 245 Murray Lane, SW Washington, DC 20598 | Department of Votorens Affairs Technology Acq. Ctr. (TAC) 260 Industrial Way, West Estontown NJ 07724 | Department of Health & Human Services Centers for Medicare & Medicare Services Aredicare Services 7500 Security Bivd Baltimore, MD 21244 | Department of Veterans Affairs Technology Acq. Ctr. (TAC) 280 Industrial Way, West Estattown NJ 07724 | Department of Veterans Affairs Technology Acq. Ctr. (TAC) 23 Christopher Way, Estontown NJ 07724 | Department of Veterans Affairs Technology Acq. Ctr. (TAC) 260 Industrial Way, West Estontown NJ 07724 |
| m m@hq.dhs.gov 04 | Dana Newcomb Dana, Newcomb@va.gov 732.440-8880 | Dawn Wilkins down wilkins@cms. Iths. gov 410-786-4588 | Kendra Archbald kendra archbald@va.gov 732.440-8871 | Сагоўл. сагооле сагоўл. сагооле (20v | Dana Newcomb Dana, Newcomb@va.gov 732-440-9880 |
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