

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. P00224	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

DLA Troop Support
700 Robbins Avenue
Phila, PA 19111-5092
POC: Tina Frederico Phone: 215-737-4545

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Nova Global Supply and Services LLC 858 Constellation Drive Great Falls, VA 22066	(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CODE 7S8Q1 FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. SPM300-12-D-3595 10B. DATED (SEE ITEM 13) 9/18/12

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 is extended, is not extended. Offeror 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 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 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: (Specify authority) NO. IN ITEM 10A.	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, application date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103	
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.212-4 (c) Contract Terms and Conditions-Commercial Items (Feb 2012)	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)	

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See pages 2-3 for details.

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) MIKE DEVOTO Chief Operating Officer, Nova Global Supply and Services LLC	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TINA FREDERICO
15B. CONTRACTOR/OFFEROR <i>Mike Devoto</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Tina Frederico</i> (Signature of Contracting Officer)
15C. DATE SIGNED 6-19-17	16C. DATE SIGNED 6/20/17

Nova Global Supply and Services LLC (Nova)
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The below instructions become actionable only upon DLA Troop Support's issuance of the follow on competitive contract for Prime Vendor Subsistence support in the United Arab Emirates (UAE), Oman, Djibouti and Kenya regions. Because all of the formal steps necessary to make an award have not occurred yet, the terms of this modification are contingent in nature. This modification does not indicate, in any way, whether the incumbent will or will not receive any competitive follow on contract.

1. In the event that the competitive follow on contract is awarded to Nova, the contract implementation phase will be utilized to establish fully functional catalogs in accordance with the terms and conditions of the new contract. The following terms shall apply:
 - a. Nova shall be fully prepared to support all customers under the terms and conditions of the new contract by the time set forth in that contract. New and fully functional catalogs must be established during this time.
 - b. Nova shall first use existing inventory that is stored at its facility or in the pipeline prior to using inventory purchased under the terms of the new contract, if those items are included on the new contract. Any previously stored items or items in the pipeline being used under the new contract shall be placed on the new catalog(s) at the Product Price as defined by the prior contract and the Distribution Price as defined by the new contract.
 - c. Nova may be required to begin performing under the follow on contract sooner than the full time allotted for transition under the follow on contract. Under this contract, however, the Government will not be liable to Nova for anything beyond the guaranteed minimum dollar amount of the contract.
2. In the event that a follow on contract is awarded to a firm other than Nova, the contract implementation phase will be utilized to ramp-up the new Prime Vendor and ramp-down Nova. Ramp-up/down planning shall begin immediately after award. The following terms shall apply:
 - a. Nova shall submit a proposed ramp-down plan, to include a full ramp down schedule, to the Contracting Officer within 7 days of its notification that a follow on contract has been awarded.
 - b. Nova shall submit weekly Supply Chain Fitness Reports to the Contracting Officer. Nova shall provide a report to the Contracting Officer that identifies all of its existing product by stock number, item description, quantity and location in the supply chain, expiration date, average monthly demand, and product price. Nova consents to the release of these reports to the follow on Prime Vendor.
 - c. It is anticipated that Nova will remain the principal source of food and non-food supplies during most of the implementation period of the follow on contract. As a result, Nova shall continue replenishment of items to allow for sufficient stock on hand and in the supply chain to support the customer requirements throughout the remainder of this contract. Nova shall maintain its contractually required fill-rate during this period of performance. Notwithstanding other provisions of this contract, performance failure during the follow on contract implementation period, just as during any other period of performance under this contract, may result in this contract being terminated for cause and/or result in Nova receiving negative past performance ratings in its Contract Performance Assessment Rating System (CPARS) record.
 - d. In the event that Nova has residual product available or in the pipeline during the implementation period of the follow on contract, Nova shall offer that product for sale to the new contractor. The Government intends to require the new contractor to procure certain amount of the residual product from Nova. Any such sale shall be in accordance with the following terms and conditions. Any additional terms beyond those specified below must be agreed upon between Nova and the new contractor. Those additional terms will be considered a commercial agreement between private parties, which are separate and distinct from the requirements of both this contract and the follow on contract.
 - i. In accordance with the average demand history for each item, quantities sold to the new Prime Vendor shall be a [REDACTED], which would account for a total pipeline (stock on-hand and receipted replenishment quantities to include stock levels for surge and sustainment requirements) for the new contract.
 - ii. Products shall be sold to the new Prime Vendor at the "Product Price" as defined by Defense Logistics Acquisition Directive (DLAD) 52.216-9065 Economic Price Adjustment – Actual Material Costs for Subsistence Product Price Business Model.
 - iii. Nova shall provide all supporting invoice documentation for all sold items to the follow on Prime Vendor. This documentation must be sufficient to satisfy traceability and price verification purposes.

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iv. The new Prime Vendor will be responsible for inspecting all products prior to accepting the product into its warehouse. Nova agrees that the following products types of products are examples of those that may be excluded from any required residual stock transaction:

- 1. Products that fail to meet minimum contractual requirements for delivery under the follow on contract (i.e. proper storage, shelf life remaining, etc.);
- 2. Products that do not have sufficient anticipated demand;
- 3. Products that are sourced from Outside the Contiguous United States (OCONUS) (i.e. fresh fruits and vegetables, etc.),
- 4. Product, the purchase of which cannot be economically justified by the new contractor and the Government.

Nova agrees that the new Prime Vendor and the Government will be responsible for determining the products to exclude from any required residual stock transaction. DLA Troop Support expects, however, to make the new contractor responsible for purchasing the residual stock unless one of the above exceptions apply.

e. Once the new Prime Vendor and Nova have agreed upon the products that will be purchased, Nova shall deliver those products to the new Prime Vendor's warehouse(s) for inspection and acceptance.

f. For material transferred under this modification, using commercial transportation arranged by Nova, Nova will be paid the following:

- i. For movement of product within a country, i.e., UAE location to UAE location, [REDACTED] for each STORES order placed.
- ii. For movement of product outside a country, i.e., Djibouti location to UAE location, [REDACTED] for each STORES order placed.

[REDACTED]

g. Nova's remaining stock that is not ultimately purchased by the new contractor must be disposed of by Nova. In doing so, Nova shall be responsible for all costs associated with this product including disposal costs (i.e. product price, product loss, storage/handling costs, actual disposal costs, etc.). In accordance with the terms of the contact, Nova will not hold the Government liable for any such costs.

h. All GFM, that meets minimum contractual requirements of the follow on contract shall be delivered by Nova to the new Prime Vendor's warehouse(s) using the parameters above, however Prime Vendor stock and GFM should be combined to the fullest extent possible in order to minimize the number of STORES orders being placed/delivered.

3. [REDACTED]

4. All other terms and conditions remain unchanged.