

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF <b>16</b>
2. CONTRACT NO. <b>SPE300-17-D-4027</b>	3. AWARD/EFFECTIVE DATE <b>9/18/17</b>	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME	

9. ISSUED BY DLA Troop Support Directorate of Subsistence, FTAD 700 Robbins Avenue Phila, PA 19111-5092 POC: Tina Frederico Phone: 215-737-4545	CODE <b>SPE300</b>	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>311999</b> <input type="checkbox"/> EDWOSB SIZE STANDARD: <b>500</b>
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO <b>SEE SCHEDULE</b>	CODE	16. ADMINISTERED BY <b>See Block #9</b>	CODE <b>SPE300</b>
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17a. CONTRACTOR/ OFFEROR <b>Nova Global Supply and Services LLC (Nova)</b> 858 Constellation Drive Great Falls, VA 22066 DUNS #080132771 TELEPHONE NO.	CODE <b>7S8Q1</b>	FACILITY CODE	18a. PAYMENT WILL BE MADE BY <b>Defense Finance and Accounting Svc (DFAS)</b> BSM P.O. 369031. Columbus, OH 43236-9031	CODE <b>SL4701</b>
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					

25. ACCOUNTING AND APPROPRIATION DATA <b>97X4930 5CBX 001 2620 S33189</b>	26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$88,683,339.00</b>
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
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<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <b>NOVA</b> OFFER DATED <b>8/9/17</b> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) <b>Mike Devoto</b> Chief Operating Officer	30c. DATE SIGNED <b>9-14-17</b>
31b. NAME OF CONTRACTING OFFICER (Type or print) <b>TINA FREDERICO</b>	31c. DATE SIGNED <b>9/14/17</b>

Nova Global Supply and Services (Nova)

1. This bridge contract is awarded to Nova Global Supply and Services LLC (Nova) in accordance with 10 USC 2304(c)(1), whereby the award was made using other than full and open competition. All terms and conditions of solicitation SPM300-11-R-0005 and resulting contract SPM300-12-D-3595 are incorporated herein and only supplemented by those terms and conditions included below.

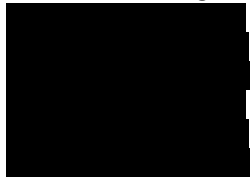
This bridge contract provides for Full Line Food Distribution support to the customers located in the United Arab Emirates (UAE), Oman, Djibouti (DJB) and Kenya for the period of September 18, 2017 through September 17, 2018. Nova will be responsible for delivering all orders placed in STORES on or before September 17, 2018 regardless of the customer required delivery date (RDD).

Neither this bridge contract, nor any conduct by or on behalf of the Government, constitutes a waiver of any claims or defenses, including affirmative defenses, which the Government has or may have in connection with any matter whatsoever, whether now known or existing, or arising in the future.

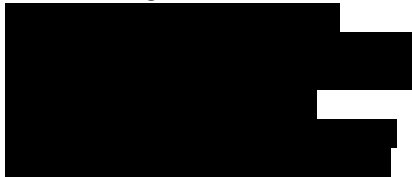
Estimated Dollar Value: \$88,683,339.00  
 Guaranteed Minimum: \$8,868,334.00  
 Contract Maximum: \$177,366,679.00

The administrative catalogs are changed as follows:

Previous Catalog Number



New Catalog Number



2. The Distribution Price Categories for Standard Catalog Items (12 Month – Bridge Contract):

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
1	Steak Cuts, Raw, Tenderloins, Strip Loin, Rib Eye, Short Loin	LB	\$ [REDACTED]	\$ [REDACTED]
2	Primal Roast Cuts (Includes Tenders, Strip Loin, Ribeye, Short Loin)	LB	\$ [REDACTED]	\$ [REDACTED]
3	Beef, Raw, Roasts (Includes Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat and Other Related Raw Beef Products)	LB	\$ [REDACTED]	\$ [REDACTED]
4	Beef, Patties, Ground, Bulk, Raw	LB	\$ [REDACTED]	\$ [REDACTED]
5	Beef, Precooked Products (Includes Precooked Ground Beef, Air Dried Beef, Beef Patties and Other Related Precooked Beef Products)	LB	\$ [REDACTED]	\$ [REDACTED]
6	Poultry, Raw, Minimally Processed Bone-In (Includes Cut Quarters, 8 Piece Cut, Halves, Whole and Other Related Raw Poultry Products)	LB	\$ [REDACTED]	\$ [REDACTED]
7	Poultry, Raw, Boneless and Raw, Breaded or Unbreaded	LB	\$ [REDACTED]	\$ [REDACTED]
8	Poultry, Precooked Products	LB	\$ [REDACTED]	\$ [REDACTED]
9	Pork, Raw, Whole Loins, Chops, Steaks	LB	\$ [REDACTED]	\$ [REDACTED]
10	Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat and Other Related Raw Pork Products)	LB	\$ [REDACTED]	\$ [REDACTED]
11	Precooked Products (Includes Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham and Other Related Precooked Pork Products)	LB	\$ [REDACTED]	\$ [REDACTED]
12	Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Bratwurst and Knockwurst	LB	\$ [REDACTED]	\$ [REDACTED]
13	Luncheon Meats, Franks, Corn Dogs, Pizza Toppings (Includes Toppings with Meat and Other Related Products)	CS	\$ [REDACTED]	\$ [REDACTED]
14	Lamb, Veal and Game, Raw, Breaded or Unbreaded	LB	\$ [REDACTED]	\$ [REDACTED]
15	Lamb, Veal and Game, Breaded, Precooked Products	LB	\$ [REDACTED]	\$ [REDACTED]

Nova Global Supply and Services (Nova)

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
16	Shellfish, Whole Lobster, Lobster Tails, Crab Legs	LB	\$ [REDACTED]	\$ [REDACTED]
17	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded and Other Related Unbreaded Shellfish Products)	LB	\$ [REDACTED]	\$ [REDACTED]
18	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded and Other Related Breaded Shellfish Products)	LB	\$ [REDACTED]	\$ [REDACTED]
19	Fish, Fillets, Whole, Portioned, Unbreaded	LB	\$ [REDACTED]	\$ [REDACTED]
20	Fish, Fillets, Formed, Portioned, Solid Muscle, Breaded	LB	\$ [REDACTED]	\$ [REDACTED]
21	Fish, Imitation Crab, Lobster, Precooked, Refrigerated	LB	\$ [REDACTED]	\$ [REDACTED]
22	Fish and Meats, Canned or Pouch, Non-Refrigerated	CS	\$ [REDACTED]	\$ [REDACTED]
23	Entrees, Frozen, Precooked (Includes Cordon Blue, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops and Other Related Products)	CS	\$ [REDACTED]	\$ [REDACTED]
24	Miscellaneous Frozen (Includes Appetizers, Breakfast Pizza, Pizza Crust, Burritos, Pancakes, French Toast and Other Related Products)	CS	\$ [REDACTED]	\$ [REDACTED]
25	Desserts and Breads, Frozen (Includes Prepared Doughnuts, Danish, Pastries, Muffins, Bagels, Biscuits, Cookie Dough, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	CS	\$ [REDACTED]	\$ [REDACTED]
26	Snack Foods (i.e. Cookies, Crackers, Granola Bars, Toaster Pastries, Snack Cakes and other related products)	CS	\$ [REDACTED]	\$ [REDACTED]
27	Dry Pasta, Rice, Dried Beans, Bread Crumbs, Croutons, and Ice Cream Cones, Cereal, Taco Shells and other related products	CS	\$ [REDACTED]	\$ [REDACTED]
28	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Less than or Equal to 24 lbs.	CS	\$ [REDACTED]	\$ [REDACTED]
29	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Greater than 24 lbs.	CS	\$ [REDACTED]	\$ [REDACTED]
30	Icings and Pie Fillings and other related products	CS	\$ [REDACTED]	\$ [REDACTED]
31	Sugar or Flour Bulk	CS	\$ [REDACTED]	\$ [REDACTED]
32	Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	CS	\$ [REDACTED]	\$ [REDACTED]
33	Shortenings, Food Oils, Butter, Margarine	CS	\$ [REDACTED]	\$ [REDACTED]
34	Sandwich/Meal Kits	CS	\$ [REDACTED]	\$ [REDACTED]
35	All No. 10 Size Cans	CS	\$ [REDACTED]	\$ [REDACTED]
36	Fruits, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products, Semi-Perishable, Other than No. 10 Size Can	CS	\$ [REDACTED]	\$ [REDACTED]
37	Fruits and Vegetables, Frozen	CS	\$ [REDACTED]	\$ [REDACTED]
38	Table Top Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS	\$ [REDACTED]	\$ [REDACTED]
39	Bulk Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS	\$ [REDACTED]	\$ [REDACTED]
40	Individual Portion, Refrigerated or Non-Refrigerated Up to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS	\$ [REDACTED]	\$ [REDACTED]

Nova Global Supply and Services (Nova)

Category Number	Category Description	UOM	Dist. Price	National Price Dist. Price
41	Individual Portion, Refrigerated or Non-Refrigerated 501 to 999 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS	\$█	\$█
42	Individual Portion, Refrigerated or Non-Refrigerated 1000 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS	\$█	\$█
43	Individual Portion, Refrigerated or Non-Refrigerated > 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS	\$█	\$█
44	Salads, Prepared, Chilled Fresh	LB	\$█	\$█
45	Soups, Frozen	CS	\$█	\$█
46	Spices, Herbs, Flavorings or Food Coloring	CS	\$█	\$█
47	Individual - Spices, Herbs, Flavorings or Food Coloring	CO	\$█	\$█
48	Confectionary, Candy, Nuts, Sugars other than bulk, Dried Fruit and Baking Chips	CS	\$█	\$█
49	Cocoa, Hot Chocolate, Coffee, Tea and Beverage Based Powder	CS	\$█	\$█
50	Beverages, Semi-Perishable, Chilled or Frozen, Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS	\$█	\$█
51	Beverages, Semi-Perishable, No Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS	\$█	\$█
52	Mixes, Soft Serve Ice Cream, Milk Shake, Yogurt	CS	\$█	\$█
53	Ice Cream Bulk or Novelties, Ice/Fruit Bars	CS	\$█	\$█
54	Eggs, Fresh	CS	\$█	\$█
55	Egg Product, Liquid, Shelf Stable, Frozen or Chilled	CS	\$█	\$█
56	Cheese	LB	\$█	\$█
57	Dairy Products other than Cheese and Ice Cream, Fresh (Includes Yogurt, Sour Cream, Milk and Other Fresh Dairy Related Products)	CS	\$█	\$█
58	Bakery Products, Fresh	LB	\$█	n/a
59	Fresh Fruits and Vegetables (FF&V)	LB	\$█	n/a
60	Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)	CS	\$█	\$█
61	Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)	EA	\$█	\$█
62	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	EA	\$█	\$█
63	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	CS	\$█	\$█
64	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies (Flatware)	CS	\$█	\$█
65	Food Service Operating Supplies (FSOS) Plastic and Paper Products	CS	\$█	\$█
66	Food Service Operating Supplies (FSOS) Pots and Pans	EA	\$█	\$█
67	Food Service Operating Supplies (FSOS) Kitchen Utensils	EA	\$█	\$█
68	Toiletries and health/comfort items	CS	\$█	\$█
69	Film	CS	\$█	\$█
70	Ice (Cubed, Crushed)	LB	\$█	n/a

Nova Global Supply and Services (Nova)

<b>Distribution Prices for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
71	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halals and Kosher)	EA	\$ [REDACTED]	n/a
72	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S), 3 CS per EA (EA=Module and there is 3 cases per module)	EA	\$ [REDACTED]	n/a
73	UGR-A Semi Perishable, 2 CS Per EA, (EA=Module and there is 2 cases per module)	EA	\$ [REDACTED]	n/a
74	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	EA	\$ [REDACTED]	n/a
75	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	EA	\$ [REDACTED]	n/a
76	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E )	EA	\$ [REDACTED]	n/a
77	GFM - Health and Comfort Packs	CS	\$ [REDACTED]	n/a
78	GFM- OTHER	CS	\$ [REDACTED]	n/a

<b>Storage Charges for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
79	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halals and Kosher)	Pallet Space	\$ [REDACTED]	n/a
80	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S)	Pallet Space	\$ [REDACTED]	n/a
81	UGR-A Semi Perishable, 2 CS Per EA, (EA=Module and there is 2 cases per module)	Pallet Space	\$ [REDACTED]	n/a
82	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	Pallet Space	\$ [REDACTED]	n/a
83	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	Pallet Space	\$ [REDACTED]	n/a
84	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E )	Pallet Space	\$ [REDACTED]	n/a
85	GFM - Health and Comfort Packs	Pallet Space	\$ [REDACTED]	n/a
86	GFM- OTHER	CS	\$ [REDACTED]	n/a

<b>Rework Charges for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
87	Open Case Inspection	CS	\$ [REDACTED]	n/a
88	Open Case Rework	CS	\$ [REDACTED]	n/a
89	Labeling/Relabeling	CS	\$ [REDACTED]	n/a
90	Dead Stock Disposal Cost (Includes Transportation; Approved at the Contracting Officer's discretion)	LB	\$ [REDACTED]	n/a
91	Restocking Fee (Approved at the Contracting Officer's discretion)	CS	\$ [REDACTED]	n/a

<b>Pallet and Ice for Airlifts:</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist Price</i>	<i>National Price Dist. Price</i>
92	Dry Pallet Non-Tri-Wall	EA	\$ [REDACTED]	n/a
93	Dry Pallet Tri-Wall	EA	\$ [REDACTED]	n/a
94	Chilled Pallet Tri-Wall	EA	\$ [REDACTED]	n/a

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Category Number	Category Description	UOM	Dist. Price	National Price Dist. Price
95	Frozen Pallet Tri-Wall	EA	\$ [REDACTED]	n/a
96	Wet Ice for Airlifts	LB	\$ [REDACTED]	n/a
97	Dry Ice	LB	\$ [REDACTED]	n/a
<b>Routine Airlift for Zone 2 Djibouti Only</b>				
Category Number	Category Description	UOM	Dist. Price	National Price Dist. Price
98	Airlift Cost Per Product Weight (includes all Tri-Walling and Wet/Dry Ice charges)	LB	\$ [REDACTED]	n/a
*Note: No additional normal distribution fee will be applied to items in this category.				

3. The following is added:

**DFARS 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)**

(a) *Definitions.* As used in this clause—

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

## Nova Global Supply and Services (Nova)

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

**In Personam Jurisdiction for Civil or Criminal Actions Brought By the United States Government (DEC 2009)**

(a) Definitions, as used in this clause,

(1) Contractor - For purposes of this clause the term "contractor" includes both the contractor and subcontractors at any tier and any employees of the contractor or any subcontractor performing work under or in connection with the contract.

(2) United States - For purposes of this clause the term "United States" means the 50 States and the District of Columbia. The term does not include any military installation or facility located outside the United States, as so defined.

(b) The contractor consents to and, in the event of initiation of an action by the United States, shall also consent at that time to in personam jurisdiction over the contractor by the Federal courts of the United States with respect to any civil or criminal action brought by the United States Government based on any act or failure to act of the contractor in the performance of or otherwise arising from or related to this contract. The contractor further agrees to accept service of process with regard to any such action, failing which the contractor shall be deemed to be subject to the in personam jurisdiction of any Federal court of competent subject matter jurisdiction through operation of this clause.

(c) Consent to in personam jurisdiction pursuant to this clause shall not operate to deprive or terminate in personam jurisdiction in any other court that otherwise has in personam jurisdiction under applicable law.

(d) Where a cause of action arises from an act or omission occurring outside the United States, in personam jurisdiction shall lie in the United States District Court for the District of Columbia if it cannot be established in another Federal court.

(e) In the event that the value of the contract (including options) equals or exceeds \$5,000,000 and the contractor does not maintain an office in the United States, the contractor shall designate an agent located in the United States for service of process in any action covered by this clause, and provide the name and address of that agent to the Contracting Officer.

(f) The contractor shall include this clause in any subcontracts under this contract, and each subcontractor shall include this clause in any of its subcontracts.

The Contractor agrees to cooperate in any Government investigation relating to Contract Numbers SPE300-17-D-4027 and SPM300-12-D-3595, including any modification or thereto. Cooperation includes making officials available for interviews or depositions in the United States, production of records, and other assistance requested by the Government.

4. The following clauses are updated:

**52.204-9000 Contractor Personnel Security Requirements (JUL 2015)**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have, at a minimum, an initiated National Agency Check with Written Inquiries (NACI) or NACI equivalent and favorable completion of a Federal Bureau of Investigation (FBI) fingerprint check.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have

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access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;
- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.

(d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry).

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

- (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
- (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
- (3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)



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(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM.

(h) Upon completion of the NACI, NACLIC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

(i) A waiver for IT level positions to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms, the background investigation has been initiated and favorable FBI fingerprint check has been conducted. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) or Installation Access Badge for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure

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information to the cognizant DLA Intelligence Personnel Security Office and the Trusted Agent (TA) that entered the individual into the Trusted Associated Sponsorship System (TASS), so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent Installation) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

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- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637 (d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.
- \_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017). Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- \_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- \_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

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- \_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- X (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- X (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).
- \_\_\_ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

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\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

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(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

(xix) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xx) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

5. The following clause is deleted:

DFARS 252.212-7001 Contract Terms and Conditions Required to Implement Statutes Or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JUN 2012)

6. The following provisions are incorporated by reference:

Provision Number	Title/Date
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (OCT 2015)
52.233-9000	Agency Protests (NOV 2011)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1.  FAR 52.203-3, Gratuities (APR 1984)
2.  DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3.  DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4.  DFARS [252.203-7005](#), Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5.  DFARS [252.204-7011](#), Alternative Line Item Structure (SEP 2011)
6.  DFARS [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
7.  DFARS [252.204-7013](#), Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)
8.  DFARS [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
9.  DFARS [252.204-7015](#), Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
10.  DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11.  DFARS [252.211-7003](#), Item Unique Identification and Valuation (MAR 2016)
12.  DFARS [252.211-7006](#), Passive Radio Frequency Identification (SEP 2011)

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13.  DFARS [252.211-7007](#), Reporting of Government-Furnished Property (AUG 2012)
14.  DFARS 252.212-7002, Pilot Program for Acquisition of Military-Purpose Nondevelopmental Items (JUN 2016)
15.  DFARS [252.215-7003](#), Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16.  DFARS [252.215-7004](#), Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17.  DFARS [252.215-7007](#), Notice of Intent to Resolicit (JUN 2012)
18.  DFARS [252.215-7008](#), Only One Offer (OCT 2013)
19.  FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION 2016-O0009) (AUG 2016)
  - a.  Alternate I (AUG 2016) of 52.219-9 (DEVIATION 2016-O0009)
  - b.  Alternate II (AUG 2016) of 52.219-9 (DEVIATION 2016-O0009)
  - c.  Alternate III (AUG 2016) of 52.219-9 (DEVIATION 2016-O0009)
20.  DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) – Basic (Deviation 2016-O0009) (AUG 2016)
  - a.  Alternate I (AUG 2016) of 252.219-7003 (DEVIATION 2016-O0009)
21.  DFARS [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (OCT 2014)
22.  DFARS [252.223-7008](#), Prohibition of Hexavalent Chromium (JUN 2013)
23.  DFARS [252.225-7000](#), Buy American—Balance of Payments Program Certificate (NOV 2014)
  - a.  Alternate I (NOV 2014) of 52.225-7000
24.  DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (AUG 2016)
  - a.  Alternate I (NOV 2014) of 252.225-7001
25.  DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
26.  DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
27.  DFARS [252.225-7010](#), Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
28.  DFARS 252.225-7012, Preference for Certain Domestic Commodities (AUG 2016)
29.  DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
30.  DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
31.  DFARS [252.225-7017](#), Photovoltaic Devices (SEP 2016)
32.  DFARS [252.225-7018](#), Photovoltaic Devices—Certificate (OCT 2015)
33.  DFARS [252.225-7020](#), Trade Agreements Certificate (NOV 2014)
  - a.  Alternate I (NOV 2014) of 252.225-7020
34.  DFARS 252.225-7021, Trade Agreements (SEP 2016)
  - a.  Alternate II (SEP 2016) of 252.225-7021
35.  DFARS [252.225-7023](#), Preference for Products or Services from Afghanistan (SEP 2013)
36.  DFARS [252.225-7024](#), Requirement for Products or Services from Afghanistan (SEP 2013)
37.  DFARS [252.225-7026](#), Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
38.  DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
39.  DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
40.  DFARS [252.225-7029](#), Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
41.  DFARS [252.225-7031](#), Secondary Arab Boycott of Israel (JUN 2005)
42.  DFARS [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2014)
  - a.  Alternate I (NOV 2014) of 252.225-7035
  - b.  Alternate II (NOV 2014) of 252.225-7035
  - c.  Alternate III (NOV 2014) of 252.225-7035
  - d.  Alternate IV (NOV 2014) of 252.225-7035
  - e.  Alternate V (NOV 2014) of 252.225-7035
43.  DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (AUG 2016)
  - a.  Alternate I (AUG 2016) of 252.225-7036
  - b.  Alternate II (AUG 2016) of 252.225-7036
  - c.  Alternate III (AUG 2016) of 252.225-7036
  - d.  Alternate IV (AUG 2016) of 252.225-7036
  - e.  Alternate V (AUG 2016) of 252.225-7036

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44.  DFARS [252.225-7040](#), Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2015)
  45.  DFARS [252.225-7043](#), Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
  46.  DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
  47.  DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
  48.  DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
  49.  DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016),
  50.  DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
  51.  DFARS [252.232-7009](#), Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)
  52.  DFARS [252.232-7010](#), Levies on Contract Payments (DEC 2006)
  53.  DFARS [252.232-7011](#), Payments in Support of Emergencies and Contingency Operations (MAY 2013)
  54.  DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
  55.  DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
  56.  DFARS [252.239-7017](#), Notice of Supply Chain Risk (NOV 2013)
  57.  DFARS [252.239-7018](#), Supply Chain Risk (OCT 2015)
  58.  DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
  59.  DFARS [252.244-7000](#), Subcontracts for Commercial Items (JUN 2013)
  60.  DFARS [252.246-7003](#), Notification of Potential Safety Issues (JUN 2013)
  61.  DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
  62.  DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
  63.  DFARS [252.247-7022](#), Representation of Extent of Transportation by Sea (AUG 1992)
  64.  DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
    - a.  Alternate I (APR 2014) of 252.247-7023.
    - b.  Alternate II (APR 2014) of 252.247-7023
  65.  DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
  66.  DFARS [252.247-7025](#), Reflagging or Repair Work (JUN 2005)
  67.  DFARS [252.247-7026](#), Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
  68.  DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
  69.  DFARS [252.247-7028](#), Application for U.S Government Shipping Documentation/Instructions (JUN 2012)
7. All other terms and conditions of contract SPM300-12-D-3595, and its underlying solicitation, as updated and modified, and which are herein incorporated, remain the same and are only changed when conflicting to the terms and conditions contained within this document.