AMENDMENT OF SOLICITA	TION/MODIFICATIO	ON OF CONTRACT	1. CONTE	RACT ID CODE		PAGE 1 OF 7
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/2/2024	4. REQUISITION/PUR	TION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 14		NO. (If applicable)	
6. ISSUED BY CODE	SPE300	7. ADMINISTERED BY (If	other than Item	6) CO	DDE	
DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096				-,	L	
8. NAME AND ADDRESS OF CONTRACTOR (No., s	treat county State and ZIP Coc		(X) 9A. AM	MENDMENT OF	SOLICITA	
8. NAME AND ADDRESS OF CONTRACTOR (No., S	ireei, county, State and Zir Cou			PE30024R0004	COLICITY	
			9B. D/	ATED (<i>SEE ITEN</i> 2	M 11) 2024 AUG	29
			10A. N	MODIFICATION	OF CONT	RACT/ORDER NO.
			10B. C	DATED (SEE ITE	EM 13)	
CODE	FACILITY CODE					
11. THIS	ITEM ONLY APPLIES TO	O AMENDMENTS OF SO	LICITATIO	NS		
X The above numbered solicitation is amended as set for	orth in Item 14. The hour and date	specified for receipt of Offers	is	extended,	is not	extended.
Offers must acknowledge receipt of this amendment prior	to the hour and date specified in	the solicitation or as amended, b	y one of the foll	lowing methods:		
		ent; (b) By acknowledging receip				
or (c) By separate letter or telegram which includes a refe DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR desire to change an offer already submitted, such change and this amendment, and is received prior to the opening	TO THE HOUR AND DATE SPE may be made by telegram or lett	CIFIED MAY RESULT IN REJEC	CTION OF YOU	IR OFFER. If by v	/irtue of this	
12. ACCOUNTING AND APPROPRIATION DATA (If	required)					
	PPLIES ONLY TO MODIF			-		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED IN ITEM 10A.	PURSUANT TO: (Specify auth	ority) THE CHANGES SET FO	RTH IN ITEM 1	4 ARE MADE IN	N THE COI	NTRACT ORDER NO.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				ing office, appropriation		
C. THIS SUPPLEMENTAL AGREEME	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modificatio	n and authority)					
E. IMPORTANT: Contractor is not,	X is required to sign th	is document and return	1	copies to	issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (0/			piect matter whe			
· · · · · · · · · · · · · · · · · · ·		Ū				
See Attached Continuation Sheet(s).						
Except as provided herein, all terms and conditions of the c	locument referenced in Item 9A or	10A, as heretofore changed, rema	ins unchanged	and in full force ar	nd effect.	
15A NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O				int)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE30024R0004 - 0002	PAGE 2 OF 7 PAGES		
SPE300-24-R-0004 for the Sam	SPE300-24-R-0004 for the San Diego Navy Ships and Surrounding Areas			
Solicitation SPE300-24-R-000	04 is hereby amended as follows:			
252.203-7002 Requirement to (a) The Contractor shall inf contractor employee whistleb Defense Federal Acquisition	The following Clause has been added as follows: 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (DEC 2022) (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 4701, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement. (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts. (End of clause)			
The attached Market Basket F 1)For Line Item 54, Columns item.	2)Line items 47, 49, 57, 58, and 65 are deleted from the Market Basket Price Proposal Spreadsheet and will not be			
Statement of Work 5)On page 169, Statement of Work, paragraph 2.A., the following language is deleted: The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 40% of the customers' requirements. After award and during the catalog start-up/implementation period, the additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. The entire customer catalog must be submitted via 832 transaction at least thirty days prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering week of the contract, if determined fair and reasonable by the Contracting Officer. Subsequent to implementation of the initial catalog, additional items may be required by customers, and individual items may be deleted. All items added to the catalog must be determined fair and reasonable for price prior to addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all subsequent bi-weekly 832 updates in the catalog.				
And is Replaced with:				
The market basket of items, along with their respective prices as determined fair and reasonable during the acquisition process, will become the basis of the catalog. It should be noted that this Market Basket represents a minimum of 40% of the customers' requirements. After award and during the catalog start-up/implementation period, the additional customer required catalog items will be added at prices determined fair and reasonable by the Contracting Officer. The entire customer catalog must be submitted via 832 transaction at least thirty days prior to the first order date. The catalog prices will establish the initial catalog and must be held throughout the first ordering period of the contract, if determined fair and reasonable by the Contracting Officer. Subsequent to implementation of the initial catalog must be determined fair and reasonable to the catalog to the catalog must be determined fair and reasonable by the contracting officer. Subsequent to implementation of the initial catalog must be determined fair and reasonable for price prior to addition. Unless otherwise specified, items catalogued are not considered proprietary. In addition, the following applies to all subsequent bi-weekly 832 updates in the catalog.				
The Contractor shall provide any/all catalog item LSN add	Work, paragraph 2.B, the following language is deleted: e email notification to the DLA Troop Support Contracting Office litions, deletions, and/or product brand/labels no later than th cansactions to DLA Troop Support (i.e. Wednesday 1:30pm local Ph	ne day and time of		
And is Replaced with:				
The Contractor shall provide email notification to the DLA Troop Support Contracting Officer, and all customers of any/all catalog item LSN additions, deletions, and/or product brand/labels no later than the day and time of submission of 832 catalog transactions to DLA Troop Support (i.e. alternate Wednesday 1:30pm local Philadelphia time).				
	7) On Page 199, Statement of Work, paragraph K NOTE the following language is deleted: NOTE: Columns J and K must be valid for at least the implementation period and the first ordering week of contract performance.			
And is Replaced with:				
NOTE: Columns J and K must h performance.	OTE: Columns J and K must be valid for at least the implementation period and the first ordering period of contract erformance.			
Vendor Questions				

The answers in this Section are provided for clarification purposes only and do not change the solicitation requirements. In the event of any discrepancy between the answers provided herein and the solicitation documents, the solicitation documents will take precedence. The answers included in this Section are in response to relevant questions submitted regarding this solicitation. Please note, some questions may have been revised to remove sensitive, misleading, irrelevant or extraneous information.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE30024R0004 - 0002	PAGE 3 OF 7 PAGES
	sizes specifically required by the customer, or was one a rep emands provided are very different. The 15dz is not currently	
y the Navy, so want to ensu)TBDEGGS, SHELL, PASTEURIZE	re we are understanding the requirements correctly. D, LARGE, CHL, US Gr AA, 1/ 30 dozen caseCS18457 D, LARGE, CHL, US Gr AA, 1/15 dozen caseCS2621	
equirements. Therefore, the	iginally on the catalog; however, the item descriptions did no item descriptions were updated to meet the service requirement but is on the current catalog as a replacement item. The Egg	nts. The Egg Shell, 1/15
pproximately \$58,800,000/ye	llar value of the solicitation to be \$294,000,000 for a five (ar. The annual estimates that following in Section F total to approximation. Can you please advise what may have led to this re pulled from?	\$105,789,930.44 - almost
LA Answer		
ne chart beginning on page nnual estimates:	99 under section F. has been deleted and is replaced with the	below to include the corre
ustomerVendor Ext Ord Price OAA OKEANOS EXPLORER14,482. OAA SHIP RAINIER19,978.80 OAA BELL SHIMADA7,324.23 OAA SHIP REUBEN LASKER13,26 OAA SHIP REUBEN LASKER49,69 SNS HARVEY MILK (T AO -206 SNS HENRY J KAISER TAO-1871 SNS GRASP T-ARS 5160,639.04 SNS PECOS TAO-19767,282.90 SNS MERCY T-AH-1945,489.19 SNS JOHN LEWIS T-AO 205339, SNS GUADALUPE TAO-20032,125 SNS RICHARD E BYRD (T AKE- SNS WASHINGTON CHAMBERS T-A SNS CITY OF BISMARCK (T-EPF	53 0.23 8.21)58,483.75 23,628.09 231.68 .98 4)64,601.18 KE 11141,722.53	
CU JOHN L CANLEY (T ESB-6) SNS JOHN L. CANLEY (T-ESB 6 SS NIMITZ (CVN-68)5,235,693 SS MISSOURI (SSN-780)41,251 SS JOHN FINN (DDG-113)790,1 SS MANCHESTER (LCS-14)241,6 SS TULSA (LCS-16)1,211.41 SS ZUMWALT (DDG-1000)298,59 SS FORT WORTH (LCS-3)199,84 SS FORT WORTH (LCS-3)19,84 SS FORT WORTH (LCS-3)1,610. SS JACKSON (LCS-6)172,399.9	149,197.09)108,095.28 .03 .95 83.43 34.98 5.37 9.03 26 1	
SS MONTGOMERY (LSC-8)313,00 SS GABRIELLE GIFFORDS (LCS- SS OMAHA (LCS-12)107,988.86 SS CHARLESTON (LCS-18)37,52 SS CINCINNATI (LCS-20)317,8 SS KANSAS CITY LCS 22303,21 SS MOBILE LCS-26234,866.84 SS SAVANNAH (LCS 28)214,134 SS CANBERRA (LCS 30)223,600 SS SANTA BARBARA (LCS 32)82 SS CARL VINSON CVN-7010,720	10)267,992.79 2.35 23.14 6.53 .60 .72 .065.36 .290.93	
SS HENRY JACKSON (SSBN-730) SS NEVADA (SSEN-733)9,757.8 SS KEY WEST SSN 72217,387.0 SS THEODORE ROOSEVELT (CVN- SS ABRAHAM LINCOLN (CVN-72) SS JOHN PAUL JONES DDG-5310 SS BUNKER HILL CG-52451,386 SS MOBILE BAY CG-53501,045. SS LARE CHAMPLAIN CG-57565, SS KENTUCKY SSBN-73726,997. SS PRINCETON CG-59962,083.3 SS COMETORY LED 45019,267.0	2 8 71)3,181,822.75 2,564,550.09 ,771.85 .14 35 916.03 02 4	
SS COMSTOCK LSD-45919,267.0 SS NEBRASKA SSBN-73926,505. SS SCRANTON411,413.40 SS ALEXANDRIA (SSN-757)307, SS ASHLAND (LSD-48)190,370.	74 162.36	

USS ASHLAND (LSD-48)6,698.67
USS COWPENS CG-61587,640.82 USS GERMANTOWN860,568.74
USS JOHN S MCCAIN (DDG-56)85,667.35
USS SANTA FE (SSN-763)570,810.85 USS CHARLOTTE SSN 76644,441.04
USS HAMPTON (SSN-767)470,786.15
USS BOXER LHD-43,429,239.49 USS RUSSELL DDG-59768,961.43
USS PAUL HAMILTON DDG-60562,389.23
USS FITZGERALD DDG-62231,127.71 USS STETHEM DDG-63625,071.32
USS MAINE (SSBN-741)33,257.75 USS LAKE ERIE CG-70779,565.58
USS SEAWOLF (SSN-21)10,793.49
USS HARPERS FERRY LSD-49767,419.76 USS HOPPER DDG-70346,868.77
USS DECATUR DDG-73529,679.22
USS O'KANE DDG 77186,010.68 USS PEARL HARBOR LSD-52736,048.02
USS MCCAMPBELL DDG-85150,000.69
USS SHOUP (DDG-86)452,451.24 USS PREBLE DDG-88805,850.51
USS MUSTIN DDG-89530,047.90 USS CHUNG-HOON (DDG-93)242,126.65
USS GRIDLEY (DDG-101)87,760.94
USS KIDD DDG100283,224.77 USS HALSEY DDG-97723,038.64
USS CHAFEE DDG-90334,091.93
USS MOMSEN DDG-92101,498.29 USS SAMPSON (DDG-102)49,947.34
USS STOCKDALE DDG 106206,366.05 USS STERETT DDG1041,005,883.13
USS MAKIN ISLAND HULL # LHD-84,163,267.63
USS SOMERSET LPD 251,235,513.02 USS JOHN P. MURTHA (LPD-26)1,278,821.76
USS MICHAEL MONSOOR (DDG-1001)337,646.42
USS TRIPOLI LHA-7251,193.41 USS TRIPOLI LHA-7137,550.02
USS SAN DIEGO LPD 22671,445.44
USS ANCHORAGE (LPD-23)1,259,164.57 USS PORTLAND (LPD-27)284,429.73
USS JIMMY CARTER (SSN-23)32,407.81 USNS MERCY (T-AH 19)11,660.27
USS CARL M. LEVIN (DDG-120)35,223.98
USS LENAH SUTCLIFFE HIGBEE DDG-123102,543.59 ASSAULT CRAFT UNIT 153,897.19
USS WAYNE E. MEYER (DDG-108)255,751.86
USS WILLIAM P. LAWRENCE (DDG-110)188,144.26 USS SPRUANCE DDG-11305,590.32
USAV BREHON SOMERVELL (LSV-3)18,403.30 USCGC STRATTON31,621.24
USCGC MUNRO (WMSL-755)7,374.41
USCGC ACTIVE57,581.35 USCGC STEADFAST111,296.27
USCGC ALERT50,181.24
Vendor Question #3
Will the MLL specific pack size be required at contract implementation, or the pack sizes listed in the market basket?
DLA Answer The Market Basket pack size is required. Alternate pack sizes may be offered and accepted upon the Contracting
Officer's approval.
Vendor Question #4
This line is stated as no current Service requirements. Is this item not required to be purchased from the mandatory source?
54892001E622530RICE, MILLED, JASMINE, 6/10 LB BG PER BALENo current Service requirements.
DLA Answer
This line item has been updated on Market Basket Price Proposal Spreadsheet and is required to be purchased from the
mandatory source Vision Corps.
Vendor Question #5
There are a few items listed in the Market Basket that are not currently part of the MLL. How many items beyond the MLL (understood that the MLL is updated with which items are required regularly) will be required to be stocked
specifically for this ships contract? Some examples are below:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE30024R0004 - 0002	PAGE 5 OF 7 PAGES			
49892501E393686CANDY, CHOC C 47892501E293516CANDY, GUMMY, 57897001E623329MEAL KIT W/DF 65892501E292104SUGAR SUBST,	58894001E623178BKFST MEAL W/JUICE, SS, cereal, fruit cup, granola bar, milk, etc, 18/36.5 oz co 49892501E393686CANDY, CHOC COV PEANUTS, PAN-COATED, ASST COLORS, 384/1.74 OZ PG 47892501E293516CANDY, GUMMY, BEARS, 1/20 LB CS 57897001E623329MEAL KIT W/DRINK-I, TUNA SALAD, SS, W/ETC., 18/23 OZ EA 65892501E292104SUGAR SUBST, SUCRALOSE, 2000/1 GM PG 24890501E620761VEAL STK, CUBED, PAR/C, BRD, FZN, 27/6 oz ea, 1/10 lb cs				
DLA Answer Line 24 is a MLL requirement Spreadsheet and will not be	. Line items 47, 49, 57, 58, and 65 are deleted from the Market evaluated.	t Basket Price Proposal			
	piry of given products in the battle pack while being stored (in the fee for Category #39? (pg119)	f not ordered by the			
should not be an issue if the intention is to ensure a	DLA Answer The Battle Pack only consists of cataloged MLL items that are already ordered on a regular basis so product expiry should not be an issue if the PV practices standard inventory management methods to preclude shelf-life expiration. The intention is to ensure a 100% fill rate for the battle pack items at all times, and in consideration of that the prime vendor will be paid the distribution category 39 on a monthly basis if it maintains 100% fill ability.				
Vendor Question #7 pg. 145 C. For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer/Contract Specialist and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add item(s) to the contract catalog to the Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/requestNOTE: Prior to the Special Order request, the customer must obtain approvals from NAVSUP for all catalog item additions. Please confirm that these requests will not be processed through STORES like other New Item Requests are required for tracking and approval process, and these are to be submitted via email to the Contracting team.					
DLA Answer The following language is deleted: For items not maintained on the catalog, when required, the customer will provide written email request to the Contractor, and copy the DLA TROOP SUPPORT Contracting Officer/Contract Specialist and Account Manager, for such Special Order items, to include the item description, LSN if known, quantity and required delivery date. The Contractor shall immediately source the Special Order item(s), and shall provide the request to add the item(s) to the contract catalog to the Account Manager, with a copy to the Contracting Officer/Contract Specialist, within 5 working days of receipt of the customer requirement/request. Annotate "SPECIAL ORDER ITEM" on the request form. The Contractor shall be required to make deliveries of Special Order items, as required, no greater than 21 days (for existing suppliers) after approval by the Contracting Officer of the Contractor's add-item request, or no greater than 45 days from Contracting Officer approval when the item supplier is a new source for the Contractor, i.e. the Contractor does not have an existing Purchase Agreement in place with the new item supplier at the time of the Contracting Officer's approval to add the item. NOTE: Prior to the Special Order request, the customer must obtain approvals from NAVSUP for all catalog item additions.					
And is Replaced with:	And is Replaced with:				
Contractor shall immediately submission of the STORES add NAVSUP for all STORES catalor be required to make deliveri after approval by the Contra Contracting Officer approval have an existing Purchase Ag	the catalog, when required, the customer will submit a new add y source the Special Order item(s), within 5 working days of red a request. Prior to the Special Order request, the customer must og item requests. Annotate "SPECIAL ORDER ITEM" on the request is east of Special Order items, as required, no greater than 21 days acting Officer of the Contractor's add-item request, or no great when the item supplier is a new source for the Contractor, i.e. preement in place with the new item supplier at the time of the IOTE: Prior to the Special Order request, the customer must obtains.	ceipt of the customer's t obtain approval from form. The Contractor shall s (for existing suppliers) ter than 45 days from e. the Contractor does not Contracting Officer's			
cancelled in its entirety by prior to the Required Delive Please confirm that a custo	may be revised i.e., the required quantity for a line-item(s) of the customer (by telephone, or receipt-confirmed fax, or emailery Date (RDD) local contractor time. The comer choosing to increase an order quantity must submit an addity cannot be made to the originally submitted customer Purchase (l) no less than 72 hours tional order and that			
	tion language, the customer can make quantity changes including that the customer must notify the Prime Vendor no less than 72 local contractor time.				
items that are no longer req	pes not include Phase Out items. Is the contract responsible for quired by the customer, but also for maintaining the contractua aded from the fill rate reporting in total?				
DLA Answer The Contractor is responsibl	DLA Answer The Contractor is responsible for depleting inventory of items that are no longer required by the customer while				

sourcing an acceptable replacement item and maintaining the contractual fill rate for those items.

All other terms and conditions of Solicitation SPE300-24-R-0004 remain unchanged.

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name		
ATTACH_ATTACHMENT_	ATTACHMENT 1 -		
1MARKET_BASKET_P	MARKET BASKET PRICE		
RICE_PROPOSAL_V2	PROPOSAL V2 -		
AMENDMENT_0002	AMENDMENT 0002.xlsx		