

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE _____ OF PAGES _____

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY United States Department of Agriculture Agricultural Marketing Service, Commodity Procurement Staff 1400 Independence Ave SW Room 3522-S, STOP - 0239 Washington, DC 20250-0239	CODE _____	7. ADMINISTERED BY (If other than Item 6) See block 6	
CODE _____		FACILITY CODE _____	

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13)

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 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, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication 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 you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
_____ (Signature of person authorized to sign)	_____ (Signature of Contracting Officer)

Previous edition unusable

Q&A w/ Industry

Feb 25, 2020

- Based on what is stated in the solicitation text the USDA is not committing to purchasing even the “Forecasted Quantity” but yet you want the awardee to commit to having available the “Maximum Quantity” in case it is needed? That is a large volume of product that is expected to be held for an 8 month period without any guarantees of purchase.
 - Yes, it is a large quantity of product. The Government has created a monthly forecast which was attached to the solicitation. It is our intention to try to remain inline with that forecast. Unforeseen circumstances do occur with funding and changes to the school lunch program which is why 52.216-19 is a mandatory clause in all IDIQ/Requirement contracts. If the requirement poses too much risk to your business you are under no obligation to submit a bid.
- Delivery Orders 4A52.216-70 - In order for the suppliers to submit a delivery schedule 15 day prior to delivery it will require the processing plants to coordinate deliveries in advance which is not standard practice. So, have the processing plants been informed of this requirement and their responsibility in making this possible?
 - Processors are working with our counterparts at FNS to help make sure that the orders submitted to AMS will coincide with production time.
- Clarification: Is the solicitation line item the same as the WBSCM material code?
 - You will be submitting pricing for the solicitation line item, including within this line item is the WBSCM material code and delivery location.
- Clarification: Could you please clarify “product materializes”? Does this mean when the quantity of product is known to be delivered to the respective processor?
 - The Government currently does not have firm orders for these requirements. When the firm orders are placed with the Government they will be created into delivery orders. The delivery orders will be placed with the contractor that was awarded the line item that corresponds with delivery order.
- At the end of the day, the processor determines the delivery schedule and can change delivery requirements based program or production issues / demand. Will the Government allow changes to the schedule after it has been submitted?
 - The government will consider processor change requests, and they will be executed in accordance with 52.212-4(changes). The intent is that the new structure of the contract will minimize these requests.
- When do we receive POs for these contracts? Is it for the full period or only on a monthly basis?
 - 30 days prior to the start of the delivery period.
- Can we ship ahead of time, for instance if the contract starts in October, can we ship in September with an agreement from the processor? This can reduce the cost of potatoes for the early period by 10-15% since we would not need to put them in storage.
 - Any request for early delivery through the waiver process and requires the approval of the contracting officer.
- What happens in the event we are awarded a contract and then there is a crop failure or poor yields and we can't deliver the volume contracted?
 - All quantities required to be delivered under the contract are to be delivered in accordance with the outlined delivery schedule. However, the FAR does grant allowances for excusable delays in the event of an ‘act of God’.

- In the monthly forecast, the months that are blank, does that mean for certain that no orders for delivery will be given for that blank month?
 - It is our intention to try to remain in line with that forecast, but the inclusion of that forecast does not in any way limit the Government's ability to order product when that product is needed. If these requirement poses too much risk to your business, you are under no obligation to submit a bid.

Questions Answered Verbally on phone.

- Clarification on definition of small business:
 - Contract Officers follow guidance in CFR 13 part 121 to help determine small business sizing. The SBA has created a useful handbook for those wanting to know more about what makes a small or large. Please use following link to learn more.
https://www.sba.gov/sites/default/files/articles/affiliation_ver_03.pdf
- When we get these purchase orders, how do we show shipment per delivery period? One ASN for the entire amount or broken up by line item?
 - Invoicing will use current WBSCM functionality. You can receive payment when you have successfully met the delivery requirements and submitted required invoice documentation. Incremental invoices will be possible for this contract.