

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			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		
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)	
CODE		FACILITY CODE			

**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	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

## March 03, 2021—Bulk Potatoes Q&A Call Log

Thank you for joining me today. We will be discussing the Bulk Potatoes long term contract. After a successful first year we have made a few changes to the way this contract works.

1. Three delivery orders will be issued to the contractors awarded the material and delivery location combination. These orders will cover October, November, December. Then January, February, March, and finally April, May, and June.
2. Because of the pandemic we do not currently have a monthly forecast and will be unable to provide a monthly forecast. The forecasted quantities listed in the schedule of supplies is based on our year 1 forecast. To compensate we have significantly reduced the maximum quantity the government can order. We expect to have a monthly forecast in **May**. At that time contractors will be updated on the quantity we expect to be delivered for the 21-22 school year.

### General Contract Information:

The new vendor policy known as the '10 truck rule' as stated in the new vendor email is not applicable to this solicitation.

You are not able to enter constraints. If you do not think you can provide 100% of the max quantity **do not bid**.

This is a requirements contract. By submitting a bid, you are affirming you will be able to fulfill 100% of the maximum quantity by location per material.

Reminder: If you do not submit the GAP/GHP Verification document that was attached to the solicitation your bid will be deemed non-responsive.

### Questions and Answers:

- Q: 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 9-month period without any guarantees of purchase
  - A: Yes, it is a large quantity of product. The government intends to issue a monthly forecast in May. It is our intention to try to remain in line with the monthly forecast released to awardees in May. If this poses too much risk for your company, do not submit a bid.
- Q: 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?
  - A: Processors are working with our counterparts at FNS to help make sure that the orders submitted to AMS will coincide with production time.
- Q: What is the definition of a small business?

- A: 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](https://www.sba.gov/sites/default/files/articles/affiliation_ver_03.pdf)

Questions Answered Verbally:

What types of Trucks are required for each processor location and material?

The commodity specification does not list any specific conveyance requirements. But the product must be shipped in a conveyance that protects it from outside contamination as well as excessive heat or cold using standard industry practices. The best way to avoid problems with processor receipt is to contact each one that you may bid on and ask what they require as far as the product conveyance type and pre-delivery cleaning. Contact Information is found below:

Wisconsin Rapids, WI  
Kerry Larson  
[kerry.larson@mccain.com](mailto:kerry.larson@mccain.com)  
715-245-6757

Easton, ME  
Bart Bradbury  
[bart.bradbury@mccain.com](mailto:bart.bradbury@mccain.com)  
O:207-488-1254; C:207-551-5227

Grand Forks, ND  
Alan Twedt  
[Alan.twedt@simplot.com](mailto:Alan.twedt@simplot.com)  
701.780.7833

Jamestown, ND  
Jeanette Erickson  
701-252-5222  
701-320-9120 mobile  
[erickson.jeanette@cavendishfarms.com](mailto:erickson.jeanette@cavendishfarms.com)

Blackfoot, ID  
Kirk Issaacs  
[kisaacs@baf.com](mailto:kisaacs@baf.com)  
208-317-8739  
Cc: [dledin@baf.com](mailto:dledin@baf.com)

Idaho Falls, ID  
Dave Moore  
[dmoore@idahoan.com](mailto:dmoore@idahoan.com)

Do the deliveries need pre-delivery cleaning?

Please contact the above representatives for each processor location to discuss the levels of pre-cleaning required. Please note this excerpt from the specification:

*Any load of potatoes found to contain broken glass or foreign substance, which may be harmful to health or adulterates the finish product, will be rejected.*

What happens in the event of a 'force majeure'?

The FAR does grant allowances for excusable delays in the event of an 'act of God'. It is the responsibility of the contractor to communicate all possible delays in a timely manner with adequate documentation.

Are these deliveries F.O.B Destination?

Delivery shall be f.o.b. destination, i.e., the seller or consignor delivers the goods on seller's or consignor's conveyance at destination; the seller or consignor is responsible for the cost of shipping and risk of loss. Offer prices shall be inclusive of all transportation costs and inclusive of all inspection costs.