

Natural American Cheese Solicitation BCD5-010 dated 04/17/08 for Domestic Programs

NEW*****NEW*****NEW*****NEW*****NEW*****NEW*****NEW*****
See 14 B. 15 E. and 18 A. B. C. D. E. and F.
NEW*****NEW*****NEW*****NEW*****NEW*****NEW*****NEW*****

1. Solicitation Number: BCD5-010
2. Solicitation Issue Date: April 17, 2008
3. Issued By:
United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Domestic Procurement Division, Stop 8718
P.O. Box 419205
Kansas City, MO 64141-6205
4. Solicitation Type: Sealed Bids (IFB)
5. Offer Due Date/Local Time: April 30, 2008, 9:00 A.M. CDT
6. Award Notification Date: By May 07, 2008, 5:00 P.M. CDT
7. Public Release of Award Date: The day following acceptance or rejection, 5:00 P.M. CDT
8. Solicitation Information Contact:
Name: Jaime G. Martinez
Telephone Number: 816-926-3399
E-mail: jaime.martinez@kcc.usda.gov
9. Internet Address:
<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>
10. This Acquisition is:
/x/ Unrestricted
/x/ Set Aside
/x/ Small Business (45 percent)

NOTICE OF SMALL BUSINESS SET-ASIDE

If specified in the solicitation, certain quantities are set aside exclusively for small business firms under the Small Business Act (15 U.S.C. 631, et seq.).

Bids received for these set-aside quantities from firms who are not small business concerns will not be considered. In the event the Government is unsuccessful in contracting with an eligible small business concern(s) for the set-aside quantities, it may award the quantities to other than small business concerns.

Small businesses offering a product/pack(s) from both large and small businesses shall submit separate offers using separate Long Term Contracting System (LCTS) logon IDs. An offer shall represent only product/pack from one size firm (i.e., large or small). Failure to comply with this requirement may cause the entire bid to be considered non-responsive.

11. NAICS Codes/Size Standards: See Master Solicitation for Commodity Procurements at: <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>
12. Delivery Type: F.O.B destination
13. Submit Invoices to:

Financial Services Center
Fund and Commodity Management Office
Invoice Payment Group, Stop 8578
P.O. Box 419205
Kansas City, MO 64141-6205

For express mail:
Financial Services Center
Fund and Commodity Management Office
Invoice Payment Group, Stop 8578
9240 Troost Ave.
Kansas City, MO 64131-3055

For questions concerning invoices contact Financial Services Center at 816-926-6205.

14. Submission of offers:
- A. Bids shall be submitted through the Long Term Contracting System (LTCS) to be considered responsive.

LTCS information technology requirements are:

- (1) Operating system: Windows NT, Windows 2000, or Windows XP, or equivalent.
- (2) Browser requirement: Internet Explorer 5.0 or above.
- (3) Encryption: Browser capable of handling 128-bit encryption.
- (4) Internet LTCS port is <https://indianocean.sc.egov.usda.gov/COS/Main>.
- (5) Government will provide bidder with ID number and the initial password needed to access LTCS.
- (6) Tools-Internet Options-Settings: Under the heading "Check for newer versions of stored pages" select EVERY VISIT TO THE PAGE.

Web Support Help Desk: 1-800-255-2434, Option #1

B. Offerors shall complete the LTCS certifications, including either their quality control system(s) conforms to the higher-level quality standard in contract clause 52.246-11 or official inspection by USDA/Agricultural Marketing Service, Dairy Grading Program.

C. Price offered for each state shall be entered on the LTCS Price page. Quantities offered for each plant location, product/pack size, and delivery month or delivery period shall be entered on the LTCS Capacity page. Certification answers shall be entered on the LTCS Certification page.

D. The LTCS Price page WILL accept positive, zero (\$0.0000), and negative bid prices (i.e., -\$0.0300). A blank price field will be interpreted as no bid for a particular state. A price of zero (\$0.0000) IS A VALID PRICE and is a bid of flat market price to the CME. Section 17.C. identifies the anticipated delivery cities by type and/or pack. Bidders are encouraged to enter a price for each state displayed on the LTCS Price page.

E. The LTCS Capacity page will ONLY accept capacity quantities that are stated in multiples of a truck size for a particular delivery period or delivery month. The standard truck sizes for natural American cheese are as follows:

shredded = 38,400 lbs; cuts & blocks = 39,950 lbs; barrels = 40,000 lbs.

Example: If bidder enters a capacity of 400,000 lbs for a particular delivery period or delivery month for shredded cheddar, LTCS will give the bidder an error message and will suggest the closest truck size to the quantity entered by the bidder. In this example, LTCS would suggest 384,000 lbs. The bidder may accept the quantity suggested by LTCS, or they may enter a different capacity.

Capacity (by Plant Location, Product, and Delivery Month) may be offered for either an entire delivery month OR the individual first half and second half delivery periods within the month. Capacity offered for an entire delivery month offers flexibility for the Government to order commodity by individual first half and second half delivery periods in any combination, not to exceed the maximum capacity offered for that delivery month.

A blank or a zero (0) value in a capacity field shall be interpreted as the bidder did not intend to bid a quantity for a particular plant location, product, and delivery period or delivery month.

F. In addition to capacity specified on the LTCS capacity bid page for July through June deliveries, bidders are reminded that on the LTCS certification page, they may specify ADDITIONAL quantities of BARREL CHEESE, available for early delivery to processor in June 2008.

15. Basis of offers:

A. Bids shall be submitted as a differential price per pound to the Chicago Mercantile Exchange (CME) barrel cheese cash market price for barrel cheese and the CME 40 pound block cheese cash market price for the other natural American cheeses.

B. The contract price for a delivery month shall be the total of the accepted differential price, PLUS the following economic price adjustment (EPA): the previous month average (PMA) of the CME cash barrel or 40 pound block cheese as reported in USDA's Dairy Market News.

C. The monthly average for the PMA is a simple average of all the closing prices for barrel or block cheese during the month of the CME cash trading.

D. In the event the CME prices are not available or do not accurately represent the market (as determined by the Government), the Government may use the National Agricultural Statistics Service (NASS) cheese price series (or suitable replacement) as the basis for calculating the PMA value for barrel or block cheese.

E. For cheese packed in barrels, the bid price shall be on a standard moisture basis (37.8 - 39.0 percent moisture). The contract price shall be on the basis of moisture content at points of delivery as specified in the delivery order. The contract price shall be adjusted according to the percentage of composite moisture, as evidenced by grading certificates issued in accordance with Section 1.3 Quality Assurance of the Commodity Requirements, and the USDA Moisture Adjustment Price Chart Formula (100 percent minus percent moisture times the **delivery month's barrel cheese PMA** divided by 61 percent. The result is rounded to the nearest fourth digit to the right of decimal. The fifth digit of 5 or more is rounded up, 4 or less is rounded down).

F. For early delivery of barrel cheese authorized by the Government, the PMA price shall be based on the actual delivery month instead of the delivery month indicated on the delivery order. Example: The delivery order states July 1-15 and the delivery was authorized for and delivered in May, the PMA price shall be the April CME.

G. Bidders may submit bids for less than the quantities indicated.

16. Schedule of Supplies:

Type	Pack Size	Pounds	
		Minimum	Maximum
Cheddar, Shreds	6/5 lb Bags (exact weight)	2,726,400	5,568,000
Cheddar, Rdu Fat, Shreds	6/5 lb Bags (exact weight)	2,841,600	5,568,000
Cheddar, Cuts	4/10 lbs (random weight)	679,150	1,478,150
Cheddar, Rdu Fat, Cuts	4/10 lbs (random weight)	239,700	719,100
Cheddar, Blocks	40 lbs (random weight)	1,398,250	2,157,300
Natural American	500 lb Barrels (random weight)	13,760,000	22,000,000
Total Pounds		21,645,100	37,490,550

Commodity specifications, packaging and marking requirements can be found in the USDA Commodity Requirements document BCD5, American Natural Cheese, and is available at: <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas-da>.

Delivery orders shall be issued by a USDA/KCCO contracting officer by mail, orally, by facsimile, or by electronic commerce methods.

17. Shipment/Delivery Schedule:

A. The period of performance of the contract shall be July 1, 2008, through December 31, 2008, and deliveries shall be made in accordance with the contract.

B. Estimated Maximum Cheese Orders

Year	Cheddar, Shred 6/5 lb Bags: 2008 White and Yellow	Cheddar, Rdu Fat Shred 6/5 lb Bags: White and Yellow	Cheddar, 4/10 lb Cuts: White and Yellow
Jul	806,400	1,075,200	319,600
Aug	1,420,800	1,036,800	319,600
Sep	537,600	806,400	119,850
Oct	960,000	998,400	359,550
Nov	729,600	768,000	79,900
Dec	1,113,600	883,200	279,650
Total	5,568,000	5,568,000	1,478,150

Year	Cheddar, Rdu Fat 4/10 lb Cuts: 2008 Yellow	Cheddar, 40 lb Blocks: White and Yellow	Natural American 500 lb Barrels:
Jul	79,900	519,350	5,734,500
Aug	119,850	559,300	4,120,000
Sep	119,850	359,550	3,545,000
Oct	119,850	239,700	2,880,000
Nov	119,850	279,650	2,960,000
Dec	159,800	199,750	2,760,000
Total	719,100	2,157,300	22,000,000

C. Anticipated orders: The following list is provided as information to offerors and includes estimated quantities and destinations as currently ordered. Actual orders and destinations may vary from the list below due to changes in program requirements. CAPACITY OFFERED MAY EXCEED ANTICIPATED ORDER QUANTITY, SEE SECTION 17-B.

http://www.fsa.usda.gov/Internet/FSA_File/bcd_010.pdf

http://www.fsa.usda.gov/Internet/FSA_File/bcd_010_e.xls

Cheddar, Shredded 6/5 lb. bags: White and Yellow

DESTINATION CITY -----	STATE -----
BIRMINGHAM	AL
CALERA	AL
CLANTON	AL
MOBILE	AL
PHOENIX	AZ
BAKERSFIELD	CA
COMMERCE	CA
LOS ANGELES	CA
COMMERCE CITY	CO
PUEBLO WEST	CO
ROCKY HILL	CT
DELAWARE CITY	DE
LAKELAND	FL
WINTER HAVEN	FL
AMERICUS	GA
CLEVELAND	GA
CONYERS	GA
DOUGLAS	GA
DOUGLASVILLE	GA
FAIRBURN	GA
MACON	GA
GRANITE CITY	IL
BALTIMORE	MD
POCOMOKE CITY	MD
AUGUSTA	ME
BANGOR	ME
BRIGHTON	MI
GRAND RAPIDS	MI
KALAMAZOO	MI
WYOMING	MI
JACKSON	MS
BILLINGS	MT
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC
GRAND ISLAND	NE
LINCOLN	NE
OMAHA	NE
CONCORD	NH
PORT NEWARK	NJ
VINELAND	NJ
ALBUQUERQUE	NM
DAYTON	OH
SPRINGFIELD	OH
MCALESTER	OK
FOREST GROVE	OR
ALTOONA	PA
COAL TOWNSHIP	PA
PHILADELPHIA	PA
READING	PA
WILKES-BARRE	PA
CRANSTON	RI
FORT MILL	SC
LEXINGTON	SC
SIOUX FALLS	SD

JOHNSON CITY	TN
LOUISVILLE	TN
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX
CLEARFIELD	UT
LINDON	UT
SANDY	UT
CHESAPEAKE	VA
MADISON HEIGHTS	VA
NORFOLK	VA
RICHMOND	VA
SUFFOLK	VA
PLAINFIELD	VT
PUYALLUP	WA
SPOKANE	WA
LARAMIE	WY

Cheddar, Reduced Fat Shredded 6/5 lb. bags: White and Yellow

DESTINATION CITY	STATE
-----	-----
MOBILE	AL
FORTH SMITH	AR
LITTLE ROCK	AR
PHOENIX	AZ
COMMERCE CITY	CO
HENDERSON	CO
PUEBLO WEST	CO
ROCKY HILL	CT
MIAMI PLANTATIO	FL
WINTER HAVEN	FL
AMERICUS	GA
ATLANTA	GA
CLEVELAND	GA
COLLEGE PARK	GA
DOUGLAS	GA
FAIRBURN	GA
JONESBORO	GA
KENNESAW	GA
DES MOINES	IA
MASON CITY	IA
GRANITE CITY	IL
BLOOMINGTON	IN
FORT WAYNE	IN
LOGANSPO	IN
VINCENNES	IN
LEXINGTON	KY
OWENSBORO	KY
SHEPHERDSVILLE	KY
BALTIMORE	MD
JESSUP	MD
GRAND RAPIDS	MI
NEWPORT	MN
JACKSON	MS
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC

FARGO	ND
MCALESTER	OK
FORREST GROVE	OR
FORT MILL	SC
LEXINGTON	SC
LOUISVILLE	TN
NASHVILLE	TN
EL PASO	TX
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX
SPOKANE	WA
DARIEN	WI
EAU CLAIRE	WI
JACKSON	WI
CHARLESTON	WV

Cheddar, 4/10 lb Cuts: White and Yellow

DESTINATION	
CITY	STATE
-----	-----
LITTLE ROCK	AR
COMMERCE	CA
CORDELIA	CA
FRESNO	CA
LOS ANGELES	CA
POMONA	CA
SACRAMENTO	CA
CHICOPEE	MA
TAUNTON	MA
WILMINGTON	MA
PORT NEWARK	NJ
VINELAND	NJ
LEXINGTON	SC
GRAND PRAIRIE	TX
HOUSTON	TX
SAN ANTONIO	TX

Cheddar, Reduced Fat 4/10 lb Cuts: Yellow

DESTINATION	
CITY	STATE
-----	-----
PHOENIX	AZ
COMMERCE	CA
GARDENA	CA
LOS ANGELES	CA
POMONA	CA
VERNON	CA
EL PASO	TX
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX

Cheddar, 40 lb Blocks: White and Yellow

DESTINATION

CITY	STATE
-----	-----
AZUSA	CA
CARSON	CA
COMMERCE	CA
LOS ANGELES	CA
POMONA	CA
VERNON	CA
RINGGOLD	GA
SALINA	KS
FLORENCE	KY
PORT NEWARK	NJ
WARREN	MI
AMHERST	OH
CINCINNATI	OH
FAIRFIELD	OH
HARRISON	OH
RED LION	PA
WILKES-BARRE	PA

Natural American, 500 lb Barrels

DESTINATION	
CITY	STATE
-----	-----
COMMERCE	CA
VERNON	CA
BRUNSWICK	GA
RINGGOLD	GA
CARTHAGE	MO
INDEPENDENCE	MO
NEWARK	NJ
VINELAND	NJ
CINCINNATI	OH
FAIRFIELD	OH
HARRISON	OH
TROY	OH
SIOUX FALLS	SD
LAREDO	TX
SPOKANE	WA
DENMARK	WI
GREEN BAY	WI
SPENCER	WI

18. Other Requirements:

A. Suppliers of commodities, products and/or services shall be responsible for placing a seal(s) on all cargo doors of each transportation conveyance upon completion of loading, partial unloading, inspection, or servicing. The seal must be a numbered, barrier-type, high security bolt, cable or equivalent device which can only be removed with bolt cutter type tools. The contractor or its agent shall provide a sufficient number of barrier-type seals to ensure clear security of the lading while in route through final destination.

B. The seal numbers shall be documented on the Bill of Lading, which must be signed or acknowledged by the carrier or its agent. Deliveries may be refused if the seal is broken or missing, or if the seal number(s) does not match the seal number(s) recorded on the conveyance's Bill of Lading.

C. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract and shall be evidenced by a Certificate Of Analysis (COA) and language that states the product meets the Compositional, Physical Analysis, and other requirements of the contract.

D. The contractor shall comply with either:

- 1. Official inspection by USDA/Agricultural Marketing Service, Dairy Grading Program (AMS).*

OR

- 2. The quality standard(s) shown in the Master Solicitation for Commodity Procurements (FAR clause 52.246-11, Higher-Level Contract Quality Requirement)*

E. If contractor elected to comply with official inspection by AMS; the contractor shall bear the expense of AMS inspection. Procedures and a schedule of fees for these services may be obtained by contacting:

AMS / Kenneth Vorgert at tel: 630.437.5037 or email: ken.vorget@usda.gov.

The quality, percentage of moisture, pH value, the dates of manufacture, weight and packaging of the commodity will be evidenced by grading certificates issued by AMS.

F. If contractor elected to comply with the quality standard(s) shown in the Master Solicitation for Commodity Procurements (FAR clause 52.246-11, Higher-Level Contract Quality Requirement) the following apply; except as otherwise provided in the contract, the Government shall bear its own expense of Government quality assurance.

When contractor's quality control system is not ready at the time specified by the Contractor for performance of quality assurance at source, the Contracting Officer may charge to the Contractor the additional cost of quality assurance.

The Contracting Officer may also charge the Contractor for any additional cost of quality assurance when prior nonconformance makes re-surveillance necessary.

The Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor.

G. Ordering of Commodity Procedure.

(1) For each allocation period of contract performance, the awarded price and capacity of all Contractors in good standing will be considered for USDA/Food and Nutrition Service food requisitions. In addition to price and capacity, factors considered in ordering will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, minimum quantity guarantee, maximum quantity limit, set-aside(s), and the responsibility of the Contractor as demonstrated by past performance under the contract, including, but not limited to, quality and timeliness.

(2) Ordering of commodity under this contract shall be accomplished by issuance of an Order Wire not less than 30 calendar days before the required delivery period, and issuance of a Notice to Deliver (N/D) not less than 7 calendar days before the required delivery period, except in the case of emergencies. In the case of an emergency, commodity may be ordered by telephone, facsimile, or electronic commerce. The Government shall confirm telephone requests in writing.

(3) If an N/D is issued less than 7 calendar days prior to the first day of the delivery period, the Government shall extend the delivery period by the number of days the N/D is issued late, if the contractor furnishes evidence satisfactory to the Government that it was prepared to deliver during the delivery period. If ordering of commodity is by telephone, facsimile, or electronic commerce, and less than 7 calendar days prior to the first day of the delivery period, the Government shall negotiate with the contractor to establish a shorter notification period for purposes of application of liquidated damages.

(4) The Contractor may increase their stated monthly or delivery period capacity if the Government agrees to the capacity change. Changes to the capacity will not affect overall maximum contract quantity.

(5) If the Contractor intends to use AMS for quality assurance, the Government shall allocate a minimum of three (3) truckloads per month to the Contractor unless a smaller quantity is requested by the consignee.

(6) USDA may modify the allocation of products ordered under the contract because of changes in program requirements; provided USDA complies with the overall minimum-maximum quantities for the contract, and the contractor agrees to the change in allocations among pack sizes.

H. Maximum EPA Price: If the PMA price for barrel or 40-block cheese exceeds \$2.25 per pound (referred to as the maximum price), the Government reserves the right to suspend ordering under the contract.

I. Delivery Order - Limitations:

(1) The Government shall request delivery of supplies in truckload quantities to the states shown on the LTCS Price page. Each truckload quantity is 38,400 to 40,000 pounds depending on the product and pack size.

(2) The Government may make changes and/or cancellations to delivery orders by giving the Contractor no less than 48 hours notice of the change. If the Government cancels an order and the Contractor can provide evidence satisfactory to the Government that it has already packaged the order as required by the contract, the Government will accept the commodity.

(3) The commodity ordered shall be delivered by the contractor not later than the delivery period set forth in the N/D. No extensions will be granted due to weekends or Federal holidays.

(4) For shipments of commodity in excess of two stop-offs and a final destination, the adjustment to the contract price will be mutually agreed upon prior to delivery.

19. FAR and Agriculture Acquisition Regulation (AGAR) Provisions and Clauses:

A. This solicitation shall be subject to the terms and conditions of KCCO's Master Solicitation for Commodity Procurements (MSCP) in effect as of the date of this solicitation and can be found at <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>. The FAR and AGAR provisions and clauses applicable to this solicitation are contained in the MSCP.

B. The alteration to FAR provision 52.214-22, Evaluation of Bids for Multiple Awards, found in FAR provision 52.252-3 in the MSCP is deleted for this solicitation. FAR provision 52.214-22 is incorporated into the contract without alteration.

C. The FAR Provision 52.216-1, Type of Contract, in the MSCP is deleted and replaced with the following: FAR Provision 52.216-1, Type of Contract (Apr 1984)

The Government contemplates award of a fixed-price, with economic price adjustment, indefinite delivery contract resulting from this solicitation. (End of provision)

D. FAR Clause 52.216-18, Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through end date of contract's period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

E. FAR Clause 52.216-19, Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one truckload, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

- (1) Any order for a single item in excess of the balance of the contract maximum or Contractor's offered capacity for the applicable delivery period, whichever is less;
- (2) Any order for a combination of items in excess of the balance of the contract maximum or Contractor's offered capacity for the applicable delivery period, whichever is less; or
- (3) A series of orders from the same ordering office within 31 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days of issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of clause)

F. FAR Clause 52.216-22, Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designed in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d)Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after June 30, 2008. (End of clause)

G. /X/ Applicable if checked. FAR Clause 52.232-18, Availability of Funds (Apr 1984). Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the contracting officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the contracting officer. (End of clause)

H. /x/ Applicable if checked. FAR Clause 52.232-19, Availability of Funds for the Next Fiscal Year (Apr 1984). Funds are not presently available for performance under this contract beyond 10/31/2008. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 10/31/2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of clause)

/s/ Wayne A. Oliver

Wayne A. Oliver
Contracting Officer, USDA

Solicitation BCD5-010