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See sections 10., 14. B. F., 15. B., 18. D. E. F. and G.
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1. Solicitation Number: PCD7-014
2. Solicitation Issue Date: September 4, 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: September 16, 2008, 9:00 A.M. CDT
6. Award Notification Date: By September 23, 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: Marlyn Ziegler
Telephone Number: 816-926-6620
E-mail: marlyn.ziegler@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 for:
/x/ Small Business (40 percent). **Any concern proposing to furnish a product that it did not itself manufacture must furnish the product of a small business manufacturer.**

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.

NOTICE OF 8(a) ACQUISITION

If specified in the solicitation, the Government may reserve up to five (5) percent of the solicitation quantity for 8(a) firms certified by the Small Business Administration in accordance with the Federal Acquisition Regulation (FAR), Part 19. The Government may increase the reserve to adjust quantities in the event of multiple awards to eligible 8(a) firms. In no event shall the Government offer for award a quantity in excess of an eligible 8(a) firm's maximum quantity, if so established by the Government. If the 8(a) small business firm is a non-manufacturer, it shall meet the definition and requirements outlined in FAR Part 19. In the event the Government is unsuccessful in contracting with an eligible 8(a) firm for the reserved quantity, it may award the quantities to other than 8(a) firms.

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 64313-3055

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 that their quality control system(s) conforms to the higher-level quality standard in contract clause 52.246-11, their process cheese plant is eligible for official continuous inspection by USDA/Agricultural Marketing Service, Dairy Grading Program, and each commodity offered meets the requirements of the Commodity Requirements document applicable to this solicitation.

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 Process American cheese is 39,600.

Example: If bidder enters a capacity of 400,000 lbs for a particular delivery period or delivery month, 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 396,000 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. / / Applicable if checked. The "kosher only" commodity requirements have changed (see the Schedule of Supplies for web link), and offerors for kosher will be required to certify conformance with the kosher requirements.

15. Basis of offers:

A. Bids shall be submitted as a differential price per pound to the Chicago Mercantile Exchange (CME) cash market price for barrel cheese.

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 cheese as reported in USDA's Dairy Market News, **multiplied by ninety percent.**

C. The monthly average for the PMA is a simple average of all the closing prices for barrel 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 cheese.

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

16. Schedule of Supplies:

Type	Pack Size	Pounds	
		Minimum	Maximum
Process Cheese, 6/5-lb Loaves		1,821,600	6,652,800

Process Cheese, 6/5-lb Loaves, Sliced	5,821,200	20,196,000
Blended Cheese, 12/2-lb Loaves	4,158,000	12,751,200
Blended Cheese, 6/5-lb Loaves, Sliced	<u>2,613,600</u>	<u>10,612,800</u>
Totals	14,414,400	50,212,800

Commodity specifications, packaging and marking requirements can be found in the USDA Commodity Requirements document PCD7, Process American 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 January 1, 2009, through December 31, 2009, and deliveries shall be made in accordance with the contract.

B. Estimated Maximum Cheese Orders

YEAR	MONTH	COMMODITY		BLENDDED	BLENDDED
		6/5 LB LOAVES	6/5 LB LVS SLICES	12/2 LB LOAVES	6/5 LB SLICED
2009	01/2009	871,200	2,970,000	1,267,200	1,267,200
	02/2009	514,800	1,861,200	1,544,400	871,200
	03/2009	435,600	990,000	1,346,400	475,200
	04/2009	316,800	198,000	1,188,000	277,200
	05/2009	514,800	316,800	1,584,000	158,400
	06/2009	316,800	118,800	1,386,000	356,400
	07/2009	752,400	2,772,000	673,200	2,019,600
	08/2009	633,600	2,851,200	752,400	1,425,600
	09/2009	792,000	1,663,200	792,000	1,029,600
	10/2009	356,400	2,455,200	673,200	1,069,200
	11/2009	594,000	2,415,600	950,400	831,600
	12/2009	554,400	1,584,000	594,000	831,600
TOTAL		6,652,800	20,196,000	12,751,200	10,612,800

C. Anticipated orders: The following list is provided as information to offerors and includes estimated quantities and locations as currently ordered. Actual orders and destinations may vary from the list 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/pcd7_014_e.xls

http://www.fsa.usda.gov/Internet/FSA_File/pcd7_014.pdf

6/5 LB LOAVES

DESTINATION CITY	STATE
-----	-----
BIRMINGHAM	AL
CALERA	AL
CLANTON	AL
LITTLE ROCK	AR
PHOENIX	AZ

BAKERSFIELD	CA
LOS ANGELES	CA
PUEBLO WEST	CO
CYNTHIANA	KY
LEXINGTON	KY
SHEPHERDSVILLE	KY
ALEXANDRIA	LA
BATON ROUGE	LA
GRAMBLING	LA
NEW ORLEANS	LA
SHREVEPORT	LA
ST MARTINVILLE	LA
CARTHAGE	MO
KANSAS CITY	MO
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC
FARGO	ND
GALLUP	NM
AMHERST	OH
CLEVELAND	OH
COLUMBUS	OH
DAYTON	OH
POLAND	OH
SPRINGFIELD	OH
ANTLERS	OK
TAHLEQUAH	OK
BAYAMON	PR
MAYAGUEZ	PR
PONCE	PR
PINE RIDGE	SD
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX
CLEARFIELD	UT

6/5 LB SLICED

DESTINATION CITY -----	STATE -----
BIRMINGHAM	AL
CALERA	AL
CLANTON	AL
MOBILE	AL
LITTLE ROCK	AR
PHOENIX	AZ
ANAHEIM	CA
BAKERSFIELD	CA
COMMERCE	CA
CORDELIA	CA
FRESNO	CA
GARDENA	CA
LOS ANGELES	CA
NATIONAL CITY	CA
POMONA	CA
SACRAMENTO	CA
SAN DIEGO	CA

AURORA	CO
PUEBLO WEST	CO
ROCKY HILL	CT
WINTER HAVEN	FL
HONOLULU	HI
BERKELEY	IL
GRANITE CITY	IL
BOWLING GREEN	KY
CYNTHIANA	KY
LEXINGTON	KY
LOUISVILLE	KY
OWENSBORO	KY
SCOTTSVILLE	KY
SHEPERDSVILLE	KY
SHEPHERDSVILLE	KY
CHICOPEE	MA
TAUNTON	MA
WILMINGTON	MA
WORCESTER	MA
BALTIMORE	MD
JESSUP	MD
LAUREL	MD
POCOMOKE CITY	MD
BRIGHTON	MI
GRAND RAPIDS	MI
WYOMING	MI
NEWPORT	MN
INDEPENDENCE	MO
BATESVILLE	MS
JACKSON	MS
BILLINGS	MT
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC
LINCOLN	NE
OMAHA	NE
CONCORD	NH
NEWARK	NJ
ALBUQUERQUE	NM
AUBURN	NY
BINGHAMTON	NY
BRENTWOOD	NY
CHEEKTOWAGA	NY
HALFMOON	NY
HOLLEY	NY
MALONE	NY
MILTON	NY
YORKVILLE	NY
AMHERST	OH
CLEVELAND	OH
COLUMBUS	OH
DAYTON	OH
SPRINGFIELD	OH
ALTOONA	PA
COAL TOWNSHIP	PA
PHILADELPHIA	PA
WILKES-BARRE	PA
BAYAMON	PR
MAYAGUEZ	PR
PONCE	PR
FORT MILL	SC

LEXINGTON	SC
ALCOA	TN
COOKEVILLE	TN
JOHNSON CITY	TN
LEBANON	TN
MEMPHIS	TN
EL PASO	TX
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX
CLEARFIELD	UT
CHESAPEAKE	VA
MADISON HEIGHTS	VA
RICHMOND	VA
SUFFOLK	VA
CHARLOTTE AMA	VI
CHRIS STCROIX	VI

12/2 LB BLENDED LOAVES

DESTINATION CITY -----	STATE -----
PHOENIX	AZ
TUCSON	AZ
GARDEN GROVE	CA
LOS ANGELES	CA
MODESTO	CA
SAN DIEGO	CA
SAN FRANCISCO	CA
DENVER	CO
WASHINGTON	DC
DES MOINES	IA
CHICAGO	IL
ELIZABETHTOWN	KY
LEXINGTON	KY
LOUISVILLE	KY
MAYFIELD	KY
DELHI	LA
HARAHAN	LA
BATTLE CREEK	MI
BENTON HARBOR	MI
CADILLAC	MI
CARO	MI
CLARE	MI
DETROIT	MI
FLINT	MI
GRAND RAPIDS	MI
KALAMAZOO	MI
LANSING	MI
OSSINEKE	MI
VULCAN	MI
GRAND RAPIDS	MN
MAPLEWOOD	MN
BRIDGETON	MO
CARTHAGE	MO
KANSAS CITY	MO
SIKESTON	MO

JACKSON	MS
HELENA	MT
FARGO	ND
ALBUQUERQUE	NM
FARMINGTON	NM
LAS CRUCES	NM
ROSWELL	NM
BRENTWOOD	NY
SYRACUSE	NY
COLUMBUS	OH
LOGAN	OH
TOLEDO	OH
ALLENTOWN	PA
DELMONT	PA
DUQUESNE	PA
PHILADELPHIA	PA
UNIONTOWN	PA
WILKES-BARRE	PA
MEMPHIS	TN
NASHVILLE	TN
DALLAS	TX
LAREDO	TX
MCALLEN	TX
FRANKLIN	WI

6/5 LB BLENDED SLICED

DESTINATION CITY -----	STATE -----
SEE REMARKS	AK
LITTLE ROCK	AR
PHOENIX	AZ
COMMERCE	CA
GARDENA	CA
LOS ANGELES	CA
POMONA	CA
SACRAMENTO	CA
WINTER HAVEN	FL
EMMETT	ID
GRANITE CITY	IL
BOLINGBROOK	IL
BLOOMINGTON	IN
FORT WAYNE	IN
LOGANSPOUT	IN
VINCENNES	IN
SCOTTSVILLE	KY
ALEXANDRIA	LA
BATON ROUGE	LA
GRAMBLING	LA
NEW ORLEANS	LA
SHREVEPORT	LA
ST MARTINVILLE	LA
BALTIMORE	MD
JESSUP	MD
GRAND RAPIDS	MI
ELBOW LAKE	MN
CARTHAGE	MO
KANSAS CITY	MO
CREEDMOOR	NC
SALISBURY	NC

FARGO	ND
WEST FARGO	ND
WAKEFIELD	NE
PORT NEWARK	NJ
VINELAND	NJ
BRENTWOOD	NY
FOREST GROVE	OR
FORT MILL	SC
LEXINGTON	SC
SIOUX FALLS	SD
JOHNSON CITY	TN
EL PASO	TX
GRAND PRAIRIE	TX
HOUSTON	TX
LUBBOCK	TX
SAN ANTONIO	TX
MADISON HEIGHTS	VA
RICHMOND	VA
SUFFOLK	VA
PUYALLUP	WA
SPOKANE	WA

18. Other Requirements:

A. 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.

B. Maximum EPA Price: If the PMA price for barrels exceeds \$2.25 per pound (referred to as the maximum price), the Government reserves the right to suspend ordering under the contract.

C. 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 39,600 pounds.

(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.

D. 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.

E. 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.

F. 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.

G. In reference to 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 surveillance.

When Contractor's quality control system is not ready at the time specified by the Contractor for performance of quality assurance surveillance 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 for quality assurance surveillance 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.

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 December 31, 2009. (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 10/31/2009. 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 10/31/2009, 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 PCD7-014