

Freight RFP USAID PREPO – RETENDER For 126,370 MT of Bulk Wheat (HRW) and Bulk Sorghum with empty bags  
USAID Freight RFP No. AC21-0001 ; AC21-0002; AC21-0003; AC21-0004 and AC21-0005  
Freight RFP Date: January 25, 2021

BKA Logistics LLC, Washington, DC, on behalf of the United States Agency for International Development requests firm offers of U.S. and non U.S. flag geared vessels ( U.S. Flag gearless vessels will be considered provided Owner supplies all necessary discharging equipment) to transport the following PL-480 Title II cargo(es) under authority of Food for Peace Act [Section 202(a) (emergency food assistance)] [Section 202(b) (non-emergency food assistance)], as specified for the cargoes below] consistent with the overall programmatic purpose of providing efficient and expeditious food assistance to people in need:

Reference numbers:

USAID RFP No: AC21-0001; AC21-0002; AC21-0003, AC21-0004 and AC21-0005  
WBSCM Commodity Solicitation 2000007542  
WBSCM Freight Solicitation 2000007543

All freight offers must be firm offers and submitted through WBSCM.

All proposals will be evaluated on the rates submitted in WBSCM. Free form remarks are not evaluated and are for informational purposes only and to cover optional ports, optional discharge rates, etc.

Freight offers to be submitted through WBSCM no later than 1000 hours Central Time USA, January 28, 2021

Freight offers to remain valid until 1700 hours (Washington DC time) January 29, 2021.

All offers are subject to all requirements of WBSCM and of the afore-mentioned solicitation(s), including the deadline(s) for submission of bids therein. The Web Based Supply Chain Management system can be accessed through the following website: <https://portal.wbscm.usda.gov>. Carriers must be assigned a USDA E-Authentication logon ID and password to access the WBSCM system. Contact the WBSCM help desk for information regarding logon IDs, passwords, and WBSCM system questions or concerns: Telephone: (877) 927-2648 E-mail: [wbscm.servicedesk@caci.com](mailto:wbscm.servicedesk@caci.com)

USAID Notice To The Trade Dated August 3, 2020, Titled “Implementation of the National Defense Authorization Act, Section 889” is fully incorporated herein. Contractors/Carriers will be required to certify their compliance with this regulation in their freight offer.

**(1.a)** Ref Nos. / Cargo/ Quantities / Intended destinations all under USAID Prepo program:

Ref: AC21-0001 – for 34,860 MT of Bulk Sorghum (No empty bags) for WFP Sudan

Ref: AC21-0002 – for 14,500 MT of Bulk Sorghum with 296,000 empty bags for WFP South Sudan

Ref: AC21-0003 – for 30,690 MT of Bulk HRW Wheat with 626,000 empty bags for WFP Ethiopia

Ref: AC21-0004 – for 20,000 MT of Bulk HRW Wheat with 408,000 empty bags for CRS Ethiopia

Ref: AC21-0005 – for 26,320 MT of Bulk HRW Wheat with 537,000 empty bags for CRS Ethiopia

(1.b) Laydays for above cargoes :

Laydays February 15-25 2021 for

AC21-0001 – for 34,860 MT of Bulk Sorghum (No empty Bags) for WFP Sudan.

AC21-0002 – for 14,500 MT of Bulk Sorghum with 296,000 empty bags for WFP South Sudan.

March 5-15, 2021 for

AC21-0003 – for 30,690 MT of Bulk HRW Wheat with 626,000 empty bags for WFP Ethiopia

AC21-0004 – for 20,000 MT of Bulk HRW Wheat with 408,000 empty bags for CRS Ethiopia

April 5-15. 2021

AC21-0005 – for 26,320 MT of Bulk HRW Wheat with 537,000 empty bags for CRS Ethiopia

**(1.c)** Empty bags to be transported freight free on the same vessel as cargo carried.

Empty bags delivery: See Proforma Charter Party Clause 51 for full details of the requirement.

**(1.d)** Contracted quantities will be on a min/max basis.

**(1.e)** Offerors are encouraged to consider possible combinations with the said USAID cargoes.

**(1.f)** All offers are subject to Charterer's approval and the USAID Proforma Charter Party terms. Any offers involving prior part cargo(es) are subject to the review and approval of the Charterers. The charterer may at their discretion reject an offer if the charterer determines that award of this contract may affect the timeliness or contribute to a delay in the delivery of any USAID-financed emergency cargo(es) to intended beneficiaries. (E.g., If an offeror already has been awarded a contract to transport a USAID-financed emergency food assistance cargo and proposes to ship the cargo covered by this solicitation with that prior part cargo, and there is no overlap between the laydays for these separate cargoes, such a proposal would likely delay emergency food assistance reaching people in urgent need of it, which would impair broader Food for Peace programming.)

**(1.g)** Subject to (1.f)., The USAID cargo may be commingled with other part cargoes contracted under separate Charter parties provided said cargo(es) are of the same commodity, quality and specification as procured under the same USDA assigned Purchase Order. Otherwise USAID cargo to be separated by vessel's natural segregation or otherwise by Kobe-type separation. Separation, if any, shall be at owner's time, risk and expense. If Kobe separation used, Owner must construct the separation so that fumigation of the cargo is effective and the separation/ stowage must be approved by the National Cargo Bureau (NCB), all at Owner's time, risk and expense.

**(1.h)** Offers are to provide information on vessel's current position, its ETA load port, vessel's ETA basis discharge port (in transit) and ETA (s) at final delivery destination point(s). This itinerary should also provide vessel's estimated transit time from load port to discharge port, and, if applicable, estimated truck transit times from end of bagging line to final delivery destination point(s).

**(1.i)** Offers are to provide past performance information. If the offeror has transported any USAID-financed cargo(es) that have not met the ETA of any bill of lading within the past year, the offer should include relevant information, including the identity of the charterer, the contract number, the ETA, the actual date of delivery, and contact information for the charterer. Offers may also include explanations of such delays.

**(1.j)** Evaluation: The government will award contract(s) to the responsible offeror(s) that will provide the best value to the government. Best value shall be defined in this procurement as total price of commodity delivered to destination within the best delivery schedule that meets the government's requirements. Past performance information to be incorporated in the responsibility determination and best value decision. Per FAR 15.304, non-cost/price factors are weighted approximately equal to

cost/price factor. Named vessel in an offer are viewed as a representation of the type and kind of vessel that will be provided. Failure to offer exactly as per the above terms will render an offer non-compliant and as such the offer will not be considered.

Evaluation of freight offers will be as stated under each Referred cargo.

Offers with ancillary charges (e.g. bagging/stacking/inland freight) deemed to be outside the competitive range may be subject to a counter-offer or negotiated reduction in order to be considered for an award.

**(1.k)** Owners to provide fourteen (14) day Preadvice of vessel readiness to load. Preadvice Notice must be received at the office of BKA Logistics LLC, Washington, DC prior to 11:00 a.m. Wash., DC time on regular business day to be considered received on that day. If Preadvice is received later than 11:00 a.m. Wash., DC time on regular business day or on weekends / holidays, Preadvice notice will be considered received only on next business day.

**(1.l)** On completion of loading Owner to release clean, signed on board bill of lading to Charterer's agent BKA Logistics LLC by overnight courier at Owner's expense. Owner's name must be stated on the Bill of Lading. Claused Bill of Ladings are not acceptable.

**(1.m)** The commodities will be loaded and shipped in bulk with the quantity determined by the Official Grain Weight Certificate issued by USDA /FGIS on completion of loading. Bill of Lading quantities and freight charges will be based upon the Official Grain Weight Certificate(s) figures. Claims or demands for freight amounts that exceed the aforementioned Bill of Lading weights will not be considered. Further, if applicable, final delivery to the final destination(s) will be deemed as completed when all the commodities discharged from the vessel have been delivered, regardless of the number of bags dispatched from the discharge port and / or delivered to the final destination.

**(2)** Load port(s): One to three safe berth(s) each, one to three safe U.S. port(s) including U.S. Great Lakes ports, applicable to cargo and bags. For offers basis U.S. Great lakes utilizing feeder vessels, offer is to include name and description of feeder vessels.

**(3) Discharge Ports:**

For AC21-0001 – 34,860 MT Bulk sorghum for WFP Sudan: 1 or 2 safe berths, 1 to 3 safe ports in Charterer's option out of Port Sudan / Djibouti / Berbera/ Mombasa. Discharge port intention is Port Sudan. For evaluation purposes Port Sudan will be discharge port with 3500 MT Free Out PWWD. USAID will declare the discharge port/ terms within 10 days after sailing from the last U.S. load port.

For AC21-0002 - 14,500 MT Bulk Sorghum for WFP South Sudan: 1 or 2 safe berths, 1 to 3 safe ports in Charterer's option out of Mombasa / Port Sudan / Djibouti / Berbera. Discharge port intention is Mombasa, Kenya . For evaluation purposes Mombasa will be discharge port on Free Out 9,000 MT PWWD basis with discharge rate as applicable for the vessel offered. USAID will declare the discharge port/ terms within 10 days after sailing from the last U.S. load port.

For AC21-0003 – 30,690 MT Bulk HRW Wheat for WFP Ethiopia: 1 or 2 safe berths in Charterer's option out of Djibouti and /or Tadjoura (Djibouti) and/or Berbera. Intention is to discharge at Djibouti. For evaluation purposes Djibouti will be discharge port basis Free Out at 6,000 MT PWWD for SD Bulk Carriers. USAID will declare the discharge port/ terms within 10 days after sailing from the last U.S. load port.

For AC21-0004 – 20,000 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. USAID will declare the discharge port within 10 days after sailing from the last U.S. load port.

Owners offering to discharge and transit via the port of Djibouti should be aware that there could be possible congestion caused by the importation of other cargoes by the Ethiopian government. Neither USAID nor final receivers will consider any claims of delays and or detention from the contracted owner if Djibouti port is used and it is congested at time when the contracted vessel arrives at the said port.

For AC21-0005 – 26,320 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. USAID will declare the discharge port within 10 days after sailing from the last U.S. load port.

Owners offering to discharge and transit via the port of Djibouti should be aware that there could be possible congestion caused by the importation of other cargoes by the Ethiopian government. Neither USAID nor final receivers will consider any claims of delays and or detention from the contracted owner if Djibouti port is used and it is congested at time when the contracted vessel arrives at the said port.

**(4)** Final delivery destination point via discharge (transit) port is as follows:

Via Djibouti and or Berbera, at USAID/CRS option to Free On Truck Door Warehouse at following CRS approved locations : Dire Dawa ; Mekele; Kombolcha, Adama, Dessie, Shinile, Shashemene.

Current intended delivery locations are as follows:

**(4.a)** For AC21-0004 – 20,000 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. Bagged in 50 kg Net bags Free On Truck at:

CRS DIRE DAWA .	860 MT HRW Wheat - 18,000 bags.
CRS KOMBOLCHA	4,310 MT HRW Wheat – 88,000 bags.
CRS MEKELE	9,210 MT HRW Wheat – 188,000 bags.
CRS ADAMA	4,320 MT HRW Wheat - 88,000 bags..
CRS SHASHEMENE	1,300 MT HRW Wheat – 26,000 bags.

**(4.b)** For AC21-0005 – 26,320 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. Bagged in 50 kg Net bags Free On Truck at:

CRS DIRE DAWA .	1,140 MT HRW Wheat – 23,000 bags.
CRS KOMBOLCHA	5,690 MT HRW Wheat – 116,000 bags.
CRS MEKELE	12,110 MT HRW Wheat – 247,000 bags.
CRS ADAMA	5,680 MT HRW Wheat – 116,000 bags.
CRS SHASHEMENE	1,700 MT HRW Wheat – 35,000 bags.

**(5)** Load terms:

**(5.a)** The cargo is to be loaded according to Berth Terms with Customary despatch at the average rate as delineated below based on vessel's contracted quantity. The rates are basis tons of 2,204.6 pounds per Weather Working day of 24 consecutive hours, Saturdays, Sundays and Holidays excepted, even if used.

Bulk Carriers:

<u>Vessel contracted quantity</u>	<u>Loading guarantee</u>
0 - 9,999.99 MT	4,000 MT per day
10,000 - 19,999.99 MT	5,000 MT per day
20,000 - 29,999.99 MT	6,000 MT per day
30,000 - 39,999.99 MT	7,500 MT per day
40,000 - 49,999.99 MT	10,000 MT per day
50,000 MT and above	12,000 MT per day

Tween-deckers: the load guarantee shall be 3,000 MT per day.

**(5.b)** Owners are to specify load port demurrage/dispatch rates in their offer. Dispatch rates must be one-half of demurrage rates quoted.

**(5.c)** Laytime accounts are to be settled directly between owners and commodity supplier(s) at load port(s). Laytime calculation, overtime and trimming to be in accordance to Addendum No. 1 of the North American Export Grain Association, Inc. F.O.B. Contract No. 2 (revised as of May 1, 2000) clauses Nos. 1-10 inclusive, (Hereinafter "N.A.E.G.A.") regardless of type of vessel. Further, the following modifications to N.A.E.G.A. will apply: Anywhere the word "buyer" appears, the words "vessel owner" should be substituted in its place. Under no circumstances shall CCC or USAID be responsible for resolving disputes involving the calculation of laytime or the payment of demurrage or dispatch between the vessel owners and the commodity supplier(s). Any/all disputes between vessel owners and the commodity supplier(s) arising out of this contract relating to the settlement of laytime issues shall be arbitrated in New York subject to the rules of The Society of Maritime Arbitrators, Inc.

**(6.)** Discharging terms:

**(6 a.)** For AC21-0001 – 34,860 MT Bulk Sorghum for WFP Sudan

At Port Sudan cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

3,500 MT PWWD Free Out – Self Trimming Bulk Carriers for over 30,001 MT

2,500 MT PWWD Free Out – Conbulklers for over 30,001 MT

2,400 MT PWWD Free Out – all type of Dry cargo Vessels for 10,001-30,000 MT

1,500 MT PWWD Free Out– all type of Dry cargo Vessels for up to 10,001 MT

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

- ii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / dispatch.
- iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.
- iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Berbera Somalia the cargo to be discharged basis

i) Free Out terms at 2500 MT PWWD.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

ii) Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no dispatch

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Mombasa, Kenya the cargo to be discharged basis Always based minimum 3 workable holds otherwise prorate and minimum one day where applicable . For STBC at Charterer's/Receiver's option

i)Free Out terms basis: 9,000 MT PWWD or

Free Out 3,800 MT PWWD or

Free Out 2,000 MT PWWD.

For Non Bulk Carrier or Tweendecker 3,000 MT PWWD.

ii)Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

**(6 b.)** For AC21-0002 – 14,500 MT Bulk Sorghum for WFP South Sudan

At Mombasa cargo to be discharged basis Always based minimum 3 workable holds otherwise prorate and minimum one day where applicable. For STBC at Charterer's/Receiver's option

i)Free Out terms basis: 9,000 MT PWWD or

Free Out 3,800 MT PWWD or

Free Out 2,000 MT PWWD.

For Non Bulk Carrier or Tweendecker 3,000 MT PWWD.

ii)Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / dispatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Port Sudan cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

3,500 MT PWWD Free Out – Self Trimming Bulk Carriers for over 30,001 MT

2,500 MT PWWD Free Out – Conbulkers for over 30,001 MT

2,400 MT PWWD Free Out – all type of Dry cargo Vessels for 10,001-30,000 MT

1,500 MT PWWD Free Out– all type of Dry cargo Vessels for up to 10,001 MT

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / dispatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Berbera Somalia the cargo to be discharged basis

**i)** Free Out terms at 2500 MT PWWD.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no dispatch

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

**(6 c.)** For AC21-0003- for 30,690 MT of Bulk HRW Wheat for WFP Ethiopia  
At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Tadjoura (Djibouti) cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

At Berbera Somalia the cargo to be discharged basis

**i)** Free Out terms at 2500 MT PWWD.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

**(6 d.)** For AC21-0004 for 20,000 MT of Bulk HRW Wheat for CRS Ethiopia  
AND

AC21-0005 for 26,320 MT of Bulk HRW Wheat for CRS Ethiopia :

At discharge / transit port Djibouti or Berbera

The cargo is to be discharged under Full Berth Terms. No demurrage/no despatch/no detention. Bulk wheat cargo is to be bagged at the discharge (transit) port at owner's (carrier's) risk, time and expense enroute to Receiver's above named warehouses in Ethiopia (Para. 4) via Through Bills of Lading.



Carrier to deliver cargo Free On Truck Door of the Receiver's warehouse(s) at carrier's time, risk and expense. Unloading at warehouse(s) to be arranged and paid for by receivers.

Carrier is responsible, at their time, risk, and expense, for returning or repositioning all empty equipment, including trucks/trailers and chassis.

Carriers must not comingle other shipper's commodities or different commodities in the same truck.

Awarded carrier(s) must provide BKA Logistics with the carrier's vessel agent at declared discharge port, appointed clearing agent, and inland freight provider within 10 days after sailing.

Carriers and/or their discharge port agents must cooperate with the receiver's surveyors and allow the surveyor access to cargoes on-board the vessel.

The Inland Transporter appointed by the Ocean Carrier shall submit to the appointed Surveyor an initial discharge/ dispatch plan indicating data required to facilitate effective and efficient dispatch, including truck license number, quantity to be loaded, name of consignee, and inland destination. Inland Transport drivers should present their trucks at the quay for loading with proper written documents, e.g. waybill, presenting these data.

Multiple-copy waybills used to document inland transport shall include one copy to remain with the said Surveyor. Trucks shall not leave the port without the official stamp of the Surveyor appointed by the consignee affixed to all copies of the waybill in possession of the driver.

The inland Transporter appointed by the Ocean Carrier shall confirm to the said Surveyor all waybill numbers documenting the inland transport of all commodities discharged from each vessel not later 12 hours after departure of trucks from the Port.

Any deviation from the above by the Inland Transporter shall be communicated immediately to the said Surveyor.

The carrier is responsible for cargo security and integrity while in the carrier's care and custody. All necessary security measures must be taken to insure safe arrival at the final destination. Any cargoes found to be infested while in the carrier's care and custody must be fumigated at carrier's time, risk, and expense.

The carrier must utilize trucks to accomplish the foreign inland deliveries. The carrier must provide fully enclosed trucks suitable to carry food aid, or, if not available, trucks with suitable beds to carry food aid. The carrier must ensure that the interiors or beds of the trucks provided are in wind & water tight condition, dry, clean, and insect-free prior to the loading of the cargoes. Any cargoes loaded on trucks not fully enclosed must be securely fastened down and covered with tarpaulins to fully protect the commodities from the weather. The means utilized by carriers to securely fasten the commodities must not come in direct contact with the commodity packaging. Carrier must use a safe barrier to securely fasten the commodity and at the same time avoid damaging the packaging (bags) of the commodities.

In the event a truck should break down or become disabled during transit, it shall be the responsibility of the carrier to protect the cargo therein until the truck can make the delivery to the final destination.

Cargo to be delivered to consignee during normal warehouse working hours. No night or after hours deliveries unless agreed upon with the consignee. All costs incurred by the trucks for arrivals after hour deliveries are for the carrier's account. All truck yard or staging area costs associated with any truck, while waiting for final inland delivery, are for the carrier's account.

When a contract calls for bagging at the discharging port, bagging of cargo is at owners' time, risk and expense. Owner is to advise charterer

- the method of bagging (hand bagging not permissible),
- bagging rate to average about 1,000 MT per day for the entire cargo
- and name of bagging contractor prior to fixture.
- Bags must be filled 50 kg net with the commodity. i.e. Gross weight of bag shall be 50 kg plus bag tare weight.

If hand bagging is performed in breach of contract bagging charges to be reduced to USD 1.00 per metric ton. Bagging contractor to be subject to charterer's approval. Bagging subject to USAID's bagging specifications dated July 1989, copies of which are available at BKA Logistics, LLC.

**(7) Freight rate and payment terms:**

Owner to provide separate rates for:

**(7 a.)** For AC21-0001 – 34,860 MT Bulk Sorghum for WFP Sudan

At Port Sudan cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

3,500 MT PWWD Free Out – Self Trimming Bulk Carriers for over 30,001 MT

2,500 MT PWWD Free Out – Conbulkers for over 30,001 MT

2,400 MT PWWD Free Out – all type of Dry cargo Vessels for 10,001-30,000 MT

1,500 MT PWWD Free Out– all type of Dry cargo Vessels for up to 10,001 MT

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / dispatch.

- iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.
- iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Berbera Somalia the cargo to be discharged basis

i) Free Out terms at 2500 MT PWWO.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

ii) Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Mombasa, Kenya the cargo to be discharged basis Always based minimum 3 workable holds otherwise prorate and minimum one day where applicable . For STBC at Charterer's/Receiver's option

i) Free Out terms basis: 9,000 MT PWWO or

Free Out 3,800 MT PWWO or

Free Out 2,000 MT PWWO.

For Non Bulk Carrier or Tweendecker 3,000 MT PWWO.

ii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

iv) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

For evaluation of offer freight rate basis Port Sudan Free Out at 3,500 MT PWWO will be considered.

**(7 b.)** For AC21-0002 – 14,500 MT Bulk Sorghum for WFP South Sudan

At Mombasa cargo to be discharged basis Always based minimum 3 workable holds otherwise prorate and minimum one day where applicable . For STBC at Charterer's/Receiver's option

i) Free Out terms basis: 9,000 MT PWWO or

Free Out 3,800 MT PWWO or

Free Out 2,000 MT PWWO.

For Non Bulk Carrier or Tweendecker 3,000 MT PWWO.

ii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

iii) Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Port Sudan cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

3,500 MT PWWD Free Out – Self Trimming Bulk Carriers for over 30,001 MT

2,500 MT PWWD Free Out – Conbulkers for over 30,001 MT

2,400 MT PWWD Free Out – all type of Dry cargo Vessels for 10,001-30,000 MT

1,500 MT PWWD Free Out– all type of Dry cargo Vessels for up to 10,001 MT

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / dispatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Berbera Somalia the cargo to be discharged basis

**i)** Free Out terms at 2500 MT PWWD.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no dispatch

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no dispatch

For evaluation of offer freight rate basis Mombasa Free Out at 9000 MT PWWD will be considered basis minimum 3 workable holds.

**(7 c.)** For AC21-0003- for 30,690 MT of Bulk HRW Wheat for WFP Ethiopia

At Djibouti cargo to be discharged basis

**i)** Free Out terms as follows:

Minimum One Day where applicable.

6,000 MT PWWD Free Out for SD Bulk Carriers for over 15,001 MT

5,000 MT PWWD Free Out for SD Bulk Carriers for up to 15,000 MT

5,000 MT PWWD Free Out for Tweendeckers for over 15,001 MT

4,000 MT PWWD Free Out for Tweendeckers for up to 15,000 MT

Or at Charterer's option 2,500 MT PWWD Free Out.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch

At Tadjoura (Djibouti) cargo to be discharged basis Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch.

At Berbera Somalia the cargo to be discharged basis

**i)** Free Out terms at 2500 MT PWWD.

Owners are to specify in their offer the demurrage/despatch rates applicable for discharge on free out terms. Despatch rates must be one-half of demurrage rates quoted.

**ii)** Or at Charterer's option Liner Out with owner bagging / stacking onto receivers' trucks with no demurrage / no despatch.

**iii)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch

**iv)** Or at Charterer's option cargo to be discharged basis Liner Out with Owner to bag and stack the cargo into Owner's stevedores' port warehouse within the port area and reload same onto receivers'/consignee's conveyances with no demurrage / no despatch.

For evaluation of offer freight rate basis Djibouti Free Out at 6000 MT PWWD will be considered

**(7 d.)** For AC21-0004 – for 20,000 MT of Bulk HRW Wheat for CRS Ethiopia

AND

For AC21-0005 – for 26,320 MT of Bulk HRW Wheat for CRS Ethiopia

Via Discharge /Transit port of Djibouti or Berbera

The cargo is to be discharged under Full Berth Terms. No demurrage/no despatch/no detention. Bulk wheat cargo is to be bagged at the discharge (transit) port at owner's (carrier's) risk, time and expense enroute to Receiver's to the named warehouses in Ethiopia via Through Bills of Lading.

Carrier to deliver cargo Free On Truck Door of the Receiver's warehouse(s) at carrier's time, risk and expense. Unloading at warehouse(s) to be arranged and paid for by receivers.

(a) Ocean transportation including bulk discharge (Full Berth Terms)

(b) Bagging services at discharge (transit) port.

(c) Inland transportation to final delivery destination point(s), Free On Truck Door delivery receiver's warehouse(s). The Inland transportation rates to cover for the CRS Destinations of Dire Dawa ; Mekele; Kombolcha, Adama, Dessie, Shinile, Shashemene.. These rates to be stated in the text form of the offer submitted.

Offers to submit freight rates in U.S. Dollars per net metric ton and must be all inclusive / repeat all inclusive. Offerors should note that premiums for additional load and/or discharge ports offered basis lumpsum will be considered in the evaluation of freight offers in situations where cargoes are likely to be loaded or discharged at more than one port.

Offers should include a range of overall quantities and rates in case a lesser quantity is purchased. If a lesser quantity is awarded, the intent is to apportion the HRW quantities for each destination in approximately the ratios indicated by the above figures on each contracted vessel, with offer evaluation also based on these ratios. Destination quantities will remain subject to revision at Charterer's option regardless of the quantity awarded. Any offer that specifies individual Ethiopian destinations and excludes others may therefore be deemed non-responsive.

Offers must submit freight rates for both discharge port options of Djibouti and Berbera.

All proposals will be evaluated on the rates submitted in WBSCM. Free form remarks are not evaluated and are for informational purposes only and to cover optional ports, optional discharge rates, etc.

For evaluation of offers freight rates to Free On Truck warehouse to the below named destinations with intended quantity in Ethiopia via Djibouti port will be considered and to be entered in the WBSCM .

For AC21-0004 – 20,000 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. Bagged in 50 kg Net bags Free On Truck at:

CRS DIRE DAWA .	860 MT HRW Wheat - 18,000 bags.
CRS KOMBOLCHA	4,310 MT HRW Wheat – 88,000 bags.
CRS MEKELE	9,210 MT HRW Wheat – 188,000 bags.
CRS ADAMA	4,320 MT HRW Wheat - 88,000 bags..
CRS SHASHEMENE	1,300 MT HRW Wheat – 16,000 bags.

(4.b) For AC21-0005 – 26,320 MT of Bulk HRW Wheat for CRS Ethiopia discharge (transit) port Djibouti. and or Berbera at USAID option. Bagged in 50 kg Net bags Free On Truck at:

CRS DIRE DAWA .	1,140 MT HRW Wheat – 23,000 bags.
CRS KOMBOLCHA	5,690 MT HRW Wheat – 116,000 bags.
CRS MEKELE	12,110 MT HRW Wheat – 247,000 bags.
CRS ADAMA	5,680 MT HRW Wheat – 116,000 bags.
CRS SHASHEMENE	1,700 MT HRW Wheat – 35,000 bags.

Clause 32(b) of the Proforma Charter Party is amended in part for this procurement to read as follows for through bill of lading delivery:

Quote

When a contract calls for through bill of lading for owner's account, freight payment will be effected as follows:

- 60 percent of freight will be payable upon notice satisfactory to charterers of vessel's arrival at first port of discharge, which notice will be part of the documentation required to be presented by carrier as a condition to payment.
- 40 percent of freight will be payable upon confirmation from USAID that owners have fulfilled their responsibilities under this charter party.

Unquote

**(8)** In-transit fumigation required for these cargoes: See Proforma Charter Party Clause 52 for full details. Offerors should note that there has been a revision of the USDA Fumigation Grain Inspection Handbook now dated July 10 2020 and same is applicable to this RFP and incorporated by reference in the Proforma Charter Party.

At the discharge port (s) and/or final delivery destination(s) and upon inspection by government inspectors, if cargo and/or vessel are found to be infested and provided clean bill(s) of lading were issued, owners will arrange fumigation of the cargo within 24 hours of discovery of such infestation. Any fumigation costs and all time on the vessel are for owner's (vessel's) account.

**(9)** Further to Clause 1.e above, in the event the owner undertakes to load additional cargo (non relief or otherwise) after the award of USAID cargo, whether part or full cargo basis, without prior approval of USAID, without prejudice to any damages that USAID may claim, failure by owner to comply with this requirement will give USAID the right to terminate the freight contract or to impose on owner a rate reduction of US\$10.00 PMT as liquidated damages.

**(10)** Delivery Delay Assessment (DDA): Delivery Delay Assessment of USD 1.00 per metric ton per day (or pro-rata) will be imposed if the Vessel has not arrived at the first discharge port on or before the date stipulated in the freight offer as per requirement stated in para (1.g) of this RFP. DDA will continue for each and every day's delay until vessel has arrived. DDA, if any, will be deducted from final freight payment.

The definition of an arrived vessel is: 1) Notice of Readiness (NOR) is tendered,

a) the vessel has arrived at the port or the closest point possible to the port,

b) and is in fact ready to discharge.

Additionally, for cargoes delivered on a through bill of lading to points in Ethiopia, Charterers will assess liquidated damages of USD \$0.50 per metric ton per day on the entire bill of lading quantity if all cargo has not been delivered to the final delivery destination point(s) within thirty (30) days after completion of vessel discharge at Djibouti and/or Berbera, respectively, and Charterers will continue to assess liquidated damages thereafter in this amount for each and every day's delay until all cargo has been delivered to all final delivery destination point(s).

**(11)** Port Taxes and Dues:

AT LOAD PORT :At the load port(s), any dues and/or taxes assessed against the cargo or freight to be for Charterers' or Commodity Suppliers' account. Any dues and/or taxes assessed against the Vessel to be for Owners' account.

**AT DISCHARGE PORT On FULL BERTH TERMS DISCHARGE**

Any taxes assessed against the cargo or freight are to be for and paid by Receivers.

Any taxes and or dues levied on Vessel shall be for and to be paid by Owner.

Any port dues assessed against the Vessel and or freight and or cargo to be for and paid by Owners. This shall include, but not limited to wharfage, quay cleaning, terminal handling charges (handling import transit), delivery order fees and port dues for all imports.

**AT DISCHARGE PORT on FREE OUT Terms:**

Any taxes assessed against the cargo or freight are to be for and paid by Receivers.

Any taxes and or dues levied on Vessel shall be for and to be paid by Owner.

**(12) Vessel type restrictions:** Lash/Seabee barges, towed barges and Tankers are excluded. Integrated tug/barge (ITB) units will be considered. Geared U.S. Flag vessels are preferred, however gearless U.S. Flag vessels will be considered provided Owner supplies shoreside gear and all other necessary equipment to effectively discharge the cargo. Non US flag vessels must be geared and must not be older than 15 years and must be classed by an IACS member to the highest rating. The vessel must have a valid P & I Club cover with a member of the International Group of P & I Clubs valid for the complete voyage. Date of Original Construction and not Rebuilt date to govern. USAID reserves the right to require the offered and performing vessel to have a vetting approval from RightShip. The vetting evaluation of the performing vessel may require a RightShip inspection. Owners must allow RightShip or their contracted inspection company to perform the required inspection at the Owner's cost. Any vessel that fails to meet vetting approval (at least three stars) or does not allow an inspection when required, may be subject to booking or contract termination.

**(13) Offers of named vessel or substitute will be considered.** Substitution for named vessels are permitted. Whether included in an offer or not, any substitute performing vessel must be approved by USAID. See Clause 12 of RFP on Non US Flag restrictions and Charter Party Proforma Clause 24 for details.

**(14) Restriction on use of vacuators:** Use of vacuators to discharge wheat from either mother vessel to daughter vessel(s) or alternatively from ship to shore is permitted. However, double handling by vacuators is not permitted. Therefore if vessel is lightened by vacuators, discharge to shore may not be accomplished with vacuators or vice versa.

**(15) ISM and ISPS code compliance as per Charter Party Proforma clause 47.**

**(16) Section 408 of the Coast Guard Authorization Act of 1998, Public Law 105-383 (46 U.S.C., paragraph 2302(e)), establishes effective January 1, 1999, with respect to non-U.S. flag vessels and operators / owners, that substandard vessels and vessels operated by operators / owners of substandard vessels are prohibited from the carriage of government impelled (preference) cargo(es) for up to one year after such substandard determination has been published electronically. As the cargo advertised in this RFP is a government impelled (preference) cargo, offeror must warrant that vessel(s) and owner / operator are not disqualified to carry such government impelled (preference) cargo(es).**

**(17) USAID flag and banner as per Charter Party proforma clause 22**



**(18)** Award based on vessel type: Award(s) under this RFP will be made on the basis of vessel type in accordance with the memorandum of understanding among the United States Department of Agriculture, the United States Department of Transportation, and the United States Agency for International Development regarding procedures for determining vessel service categories for purposes of the cargo preference act, and of best value to the U.S. government.

**(19)** Carriers shall include all actual and anticipated War Risk insurance premiums in their offered rates. USAID will only reimburse or pay actual contracted rates. Owner bears the risk of any increase in War Risk insurance premiums.

**(20)** USAID's revised freight basis and adjustments (U.S.-flag vessels) clause shall apply to this RFP. The relevant Charter Party clause is no. 31

**(21)** USAID's notice to the trade dated July 22, 2009 regarding the Freedom of Information Act (FOIA) and submission of freight proposals in response to P.L. 480 Title II Requests for Proposal is applicable. A copy of this Notice to the Trade can be obtained from USAID's website.

**(22)** In accordance with USAID's Notice to the Trade dated February 26, 2010, FAR clause 52.232-22, Limitation of funds, is hereby incorporated into this RFP and any contract resulting therefrom.

**(23)** RFP's and contracts exceeding USD 100,000 are subject to the following (which are hereby incorporated by reference): the Byrd Anti-lobbying Amendment, 31 U.S.C. 1352, (implemented in FAR subpart 3.8 and the clauses at FAR 52.203-11 and 52.203-12). Each offeror by submitting its offer certifies it is in compliance with FAR 52.203-11. A disclosure form, if required, must accompany the offer.

**(24)** The Federal Acquisition Regulation (FAR) terms and conditions which are hereby made an integral part of any contract resulting from this RFP. See clause 49 of Charter Party proforma.

Offerors must note that they are required to comply with:

FAR clause 52.204-7 entitled Central Contractor Registration (CCR). Offerors not already registered in CCR may register at the new U.S. Government registration site at [www.sam.gov](http://www.sam.gov). Offerors already in CCR must make sure the registration is transferred to SAM.

Should offeror not be so registered at time of offer, USAID shall have the right to declare such offer non-responsive.

FAR clause 52.204-8 entitled Annual Representations and Certifications is also incorporated into this RFP and proforma charter party clause 49 and if such annual representations or certifications are not current at time of the offer, USAID shall have the right to declare such offer non-responsive.

With regards to the following two far clauses, please note certifications required of offeror:

a. FAR clauses 52.209.5 (certification regarding debarment, suspension, Proposed debarment, and other responsibility matters (May 1989) and 52.209-6 (protecting the government's interest when subcontracting with Contractors debarred, suspended, or proposed for debarment (May 1989)) are hereby incorporated in this procurement. The offeror shall certify in its offer, to the best of its knowledge and belief, that the offeror and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency.

b. FAR clause 52.219-8 (utilization of Small Business concerns, Small Disadvantaged Business concerns, and Women owned small business concerns) is hereby incorporated in this procurement. - in order to comply with far clause 52.219-8 (utilization of small business concerns, small disadvantaged business concerns and women owned small business concerns), and FAR clauses 52.209-5 and 52.209-6 referenced above, on an annual basis, offerors are required to (1) submit self-certification regarding debarment, suspension, proposed debarment, and other responsibility matters, and (2) self-certify their company as either large, small, or small disadvantaged. Questions regarding size determination to be directed to A.I.D. Office of Small and Disadvantaged Business Utilization, contact: Ms. Daisy Matthews, telephone: (202) 712-0512.

Note: the relevant clauses are available on the internet at [www.arnet.gov](http://www.arnet.gov).

c. Per FAR 15.306 and FAR 15.307, USAID intends to make award without discussions, but reserves the right to conduct discussions and seek final proposal revisions if deemed necessary.

d. FAR 9.104-1 regarding Responsibility Determinations by the USAID Contracting Officer is fully incorporated into this RFP.

e. Revised FAR 52.213-4 (which incorporates FAR 52.204-25.

f. Revised FAR 52.212.-5 which incorporates FAR 52.204-25 shall also be applicable

g. Provision of FAR Clause 52.204-24 are incorporated - Representation regarding certain telecommunication and surveillance services or equipment.

h. Provisions of FAR Clause 52.204-25 are incorporated - Prohibition on contracting for certain telecommunication and surveillance services or equipment.

i. USAID Notice To The Trade Dated August 3, 2020, Titled "Implementation of the National Defense Authorization Act, Section 889" is fully incorporated herein. Contractors/Carriers will be required to certify their compliance with this regulation in their freight offer.

**(25)** These commodities may be used by USAID to provide assistance under Authority of Section 202(a) of the Food For Peace Act (7 U.S.C.; 1722(a)).

**(26)** The authorized USAID geographic code for goods and services under this contract is Code 935. See Title 22 Code of Federal Regulations Part 228 for the identification of principal geographic code numbers and foreign policy restricted countries. This is a solicitation for commercial services prepared in accordance with United States Federal Acquisition Regulations (FAR) subparts 12, 13, and 15. Unless otherwise specified, any award resulting from this solicitation may not exceed the simplified acquisition threshold for commercial items.

This procurement is unrestricted except as Cargo Preference applies. A firm fixed-price unit type contract will be issued for this transport service. The NAICS code for this procurement is 483111.

**(27)** When submitting a freight proposal in WBSCM, the Carrier confirms their proposal is firm and in agreement with the terms and conditions of the freight solicitation(s). In the event a Carrier submits a freight proposal and withdraws the proposal after USDA receives and awards the commodity offers, the Carrier shall be responsible for all expenses resulting from the withdrawal including, but not limited to, re-procurement costs and additional freight costs.

**(28)** Offers must provide the owner's full style, address, telephone, fax numbers, as well as the names and titles of the corporate officers with direct responsibility for the offer.

**(29) COVID 19 Quarantine Clause**

In the event authorities do not permit the vessel to enter the port, and/or grant Free Pratique, because of port quarantine procedures related to COVID-19 restrictions and thus causing the vessel to be detained from entering the port and discharging the cargo, such time lost shall be entirely for Vessel Owner's account and time.

Any delays or quarantine time due to determination of COVID -19 infection of any ship personnel, and/or due to COVID 19 contamination of the vessel, the time to remedy and disinfection of same, including vacating/re-berthing costs and shifting time, if the vessel was already at/in berth/port, shall be entirely for vessel owner's account and time.

Any delays or quarantine time due to determination of COVID-19 infection of any receiver's personnel, receiver's contractor and/or due to COVID-19 contamination of the discharging and/or storage facilities at port of discharge, the time to remedy and disinfection of same, including vacating/reberthing costs and shifting time, if the vessel was already at/in berth/port, shall be entirely for receiver's account and time if declared discharge terms are based on a Free Out arrangement. If the declared discharge terms are based on Full Berth Terms or Liner Out terms, all related time and expense shall be for the vessel owner's account.

**(30)** The freight offers must be submitted in accordance with the terms and conditions of this RFP and the USAID Vessel Load/Berth Terms Discharge Charter Party proforma applicable to Title II August 1, 1985 (amended February 2014) with amendments as current. The Charter Party proforma is available upon request from BKA Logistics LLC. All details of Free Out Terms shall be in accordance with the relevant clauses of the WORLDFOOD 2017, CHARTER PARTY, which are incorporated in this tender

**(31)** Offers must be identified by tender/RFP number(s) and any future communication should also identify same by tender or contract number(s).

**(32)** USAID reserves the right to require vessel owner to post a performance bond.

**(33)** Commission: 1.67 percent on gross freight / deadfreight is payable to USAID's Agent, BKA Logistics LLC.

**(34)** All offers must be submitted through the USDA WBSCM, as stated above in this amended RFP. Offers submitted after the closing date and time will not be considered. No phone offers will be accepted. For further information call BKA Logistics LLC. Washington, DC, Tel no. 202-331-7395, Fax no. 202-331 7735 or email – [rsingh@bkalogistics.net](mailto:rsingh@bkalogistics.net) or [mark.millard@bkalogistics.net](mailto:mark.millard@bkalogistics.net).  
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