Freight RFP USAID Djibouti Prepo for 10,000 Metric Tons of Bulk Sorghum with bags
USAID Freight RFP No. AC19-0107
Date: August 2, 2019

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 with Owner providing suitable shoreside 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: AC19-0107
USAID PR # 4000008025
WBSCM Commodity Invitation 2000006346
WBSCM Freight Invitation 2000006347

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 on August 6, 2019
Freight offers to remain valid until 1700 hours (Washington DC time) on August 9, 2019

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

(1.a) Cargo/Laydays/Quantities:

Ref:	Cargo	Laydays	Quantity
AC19-0107	Bulk Sorghum	Sept 20-30, 2019	10,000 MT & 204,000 empty bags.

(1.b) 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.c) Contracted quantities will be on a min/max basis.
(1.d) Offerors are encouraged to review other Title II PL480 / FAS cargoes in the market for possible combination with these USAID cargoes. Specifically, USAID draws attention to the WFP cargoes of bulk Sorghum for Ethiopia, Sudan and Somalia.
1.e) 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.f) Subject to (1.e)., 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.g) 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.h) 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.i) 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. <u>Failure to offer exactly as per the above terms will render an offer non-compliant and as such the offer will not be considered</u>.

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.

Further freight offer evaluations will be based on Djibouti discharge port basis Full Berth Terms, no demurrage/ no dispatch/ no detention with owners to have cargo bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at BMMI, Djibouti Free Zone, Djibouti

(1.j) 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.k) On completion of loading Owner to release clean, signed on board bill of ladings to Charterer's agent BKA Logistics LLC by overnight courier at Owner's expense.

1.l) 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 port Djibouti.
At USAID, charterer's, option discharge at Berbera, Somalia and or charterer's option Port Sudan, Sudan and or at charterer's option at Durban, South Africa and or at charterer's option Mombasa, Kenya; and or at charterer's option Dar Es Salaam, Tanzania; and or at charterer's option Nacala, Mozambique and or at charterer's option Beira, Mozambique and or at charterer's option Maputo, Mozambique and or at charterer's option Fort Dauphin, Madagascar and or at charterer's option Toamasina, Madagascar, and or at charterer's option Hodeidah, Yemen and or at charterer's option Aden, Yemen. USAID shall declare the discharge port(s) option ten (10) days after vessel sails from the load port.
Owners offering to discharge at 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) Load terms:
(4.a) The cargo is to be loaded according to Berth Terms with Customary dispatch 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:

Vessel contracted quantity	Loading guarantee
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.

(4.b) Owners are to specify load port demurrage/dispatch rates in their offer. Dispatch rates must be one-half of demurrage rates quoted.
(4.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.

(5.) Discharging terms:
5.a) At Djibouti the cargo is to be discharged under Full Berth Terms , no demurrage/ no dispatch/ no detention with USAID option for owners to have cargo
I) Bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at BMMI , Djibouti Free Zone, Djibouti
And/or
II) Bagged and stacked on to receivers' conveyances at end of bagging line in the port of Djibouti.

5.b) At Durban the cargo is to be discharged under Full Berth Terms, no demurrage/ no dispatch/ no detention, with USAID option for owners to have cargo
I) Bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at Bollore Transport & Logistics, South Africa. 30 Paisley Road, Jacobs, Durban, South Africa.
And/or
II) Bagged and stacked on to receivers' conveyances at end of bagging line in the port of Durban, South Africa.

5.c) At Mombasa the cargo is to be discharged
I) Under Full Berth Terms. No demurrage/ no dispatch/ no detention with USAID option for owners to have cargo bagged and stacked on to receiver's conveyances at the end of the bagging line in the port of Mombasa, Kenya
II) USAID option Free Out terms
a) Cargo to be discharged at the GBHL berth basis Free Out terms with the following applicable discharge rates:
- 9,000 MT per WWDSSHEX EIU for self-trimming bulk carrier.
- 7,000 MT per WWDSSHEX EIU for tweendeckers/ non-self-trimming bulk carriers.
- 3,000 MT per WWDSSHEX EIU for converted container vessels and vessels with part cargo in same hold.
- no tankers permitted
b) Cargo discharged at conventional berth basis Free Out terms the following discharge rate shall apply:
- 600 MT per working hatch per WWDSSHEX EIU.
On Free Out terms Master to file the vessel's Notice of Readiness to discharge to the receiver and or their agent office between 0800 to 1600 hours Mondays through Fridays and laytime shall commence at 0800 hours next working day. Notice of Readiness filed on Saturdays, Sundays and holidays shall be deemed tendered and accepted on the next working day.
At Mombasa time between 1700 hours Fridays or days preceding holidays to 0800 hours on Mondays or days after holidays shall not count as laytime, even if used. Time used for opening /closing of hatch(es) not to count as laytime. Any shifting of vessel due to vessel configuration and or size shall not count as laytime

Owners are to specify in their offer the demurrage/dispatch rates applicable for discharge on free out terms at Mombasa terminal. Dispatch rates must be one-half of demurrage rates quoted.

5.d) At Hodeidah or Aden Yemen the cargo to be discharged basis:
I) Under Full Berth Terms. No demurrage/ no dispatch/ no detention with USAID option for owners to have cargo bagged and stacked on to receiver's conveyances at the end of the bagging line in the port of discharge
II) USAID option Free Out terms
a) Cargo to be discharged basis current WFP Proforma Charter Party Free Out terms with the discharge rates of 2,500 MT per WWDFHEX EIU
- no tankers permitted
Owners are to specify in their offer the demurrage/dispatch rates applicable for discharge on free out terms at the Yemen ports. Dispatch rates must be one-half of demurrage rates quoted.

5.e) At Berbera Somalia the cargo to be discharged basis: Geared vessel only. Tankers not workable.
I) Full Berth Terms no demurrage / no dispatch / no detention with USAID option
i) to have cargo bagged and stacked on to receivers' conveyances at the end of bagging line in the port of discharge.
ii) to have cargo bagged and stacked on floor of receivers contracted/named port warehouses.
iii) to have cargo bagged and stacked into owner's stevedores' port warehouse within the port area and reload same onto receiver's/consignee's conveyances.
II) USAID option Free Out terms at 2500 MT PWWD details per current WFP Charter Party Proforma for US

5.f) At all other discharge ports discharge to be basis Full Berth Terms no demurrage / no dispatch / no detention with USAID option
i) to have cargo bagged and stacked on to receivers' conveyances at the end of bagging line in the port of discharge.
ii) to have cargo bagged and stacked on floor of receivers' contracted/named port warehouses.

5.f) For Warehouse delivery –
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 carrier must utilize trucks to accomplish the 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.

(6) 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:

A) For Djibouti:
I) Ocean Transportation to Djibouti basis Bulk discharge (Full Berth Terms)
II) Bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at BMMI, Djibouti Free Zone, Djibouti
And/or
III) Bagged and stacked on to receivers' conveyances at end of bagging line in the port of Djibouti.

B) For Durban:
I) Ocean Transportation to Durban South Africa basis Bulk discharge (Full Berth Terms)
Bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at Bollore Transport & Logistics, South Africa. 30 Paisley Road, Jacobs, Durban, South Africa.
And/or
II) Bagged and stacked on to receivers' conveyances at end of bagging line in the port of Durban, South Africa.

C) For Mombasa:
I) Ocean transportation basis free out at GBHL, option conventional berth Mombasa).
II) Bulk Discharge (Full Berth Terms at Mombasa, Kenya)
III) Bagging services at discharge Mombasa port basis bagged and stacked onto receiver's conveyances at end of bagging line in the port of Mombasa.

D) For Hodeidah / Aden Yemen
I) Ocean transportation basis Free Out at 2500 MT per WWDFHEX EIU
II) Bulk Discharge (Full Berth Terms)
III) Bagging Services at discharge port basis bagged and stacked onto receivers' conveyances et end of bagging line in said discharge port

E) For Berbera, Somalia
I) Ocean transportation basis Free Out at 2500 MT PWWD
II) Bulk Discharge (Full Berth Terms)
III) Bagging Services at discharge port basis bagged and stacked onto receivers' conveyances at end of bagging line in said discharge port.
IV) Bagging Services to have cargo bagged and stacked on floor of receivers' contracted/named port warehouses.
V) Bagging Services at to have cargo bagged and stacked into owner's stevedores' port warehouse within the port area and reload same onto receiver's/consignee's conveyances.

F) For Other Optional discharge ports:
I) Ocean Transportation basis Bulk Discharge (Full Berth Terms) at the optional discharge ports.
II) Bagging services at discharge port basis bagged and stacked onto receivers' Conveyances at end of bagging line in the port of discharge.(applicable to Port Sudan, Sudan, Dar Es Salaam, Tanzania, Nacala, Mozambique, Beira, Mozambique, Maputo, Mozambique, Fort Dauphin, Madagascar, and Toamasina, Madagascar). Or at Charterer's option
III) Bagging services at discharge port basis bagged and stacked on floor of receivers' contracted/named port warehouses

Evaluations will be based on Djibouti discharge port basis Full Berth Terms, no demurrage/ no dispatch/ no detention with owners to have cargo Bagged and delivered to Free On Truck Door charterer's/receiver's designated warehouses at BMMI, Djibouti Free Zone, Djibouti

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.

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.

(8) In-transit fumigation required for these cargoes: See Proforma Charter Party Clause 52 for full details. Offerors should note that as per USAID's Notice to the Trade dated October 26, 2009, there has been a revision of the USDA Fumigation Grain Inspection Handbook dated September 2006 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

(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.

(12) Vessel type restrictions:
Lash/Seabee barges, towed barges and Tankers are excluded. Integrated tug/barge (ITB) units will be considered. Vessels to be geared. US Flag gearless vessels will be considered with Owner to provide suitable shoreside discharge 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 vacuvators: Use of vacuvators to discharge the cargo from either mother vessel to daughter vessel(s) or alternatively from ship to shore is permitted. However, double handling by vacuvators is not permitted. Therefore if vessel is lightened by vacuvators, discharge

to shore may not be accomplished with vacuvators 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. Offerers 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. 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.
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.

(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) 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.

(28) 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 2018) with amendments as current. Any conflict between this

RFP terms and conditions and the said Charter Party, the RFP terms and conditions shall prevail. The Charter Party proforma is available upon request from BKA Logistics LLC.

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

(30) Firm offers to be submitted no later than 1000 hours Central time on August 6, 2019 in accordance with the terms and conditions of this RFP.

(31) Offers to remain valid until 1700 hours Washington, DC time August 9, 2019.

(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 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 or mark.millard@bkalogistics.net.
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