

USAID Authorized Geographic Code is 000. This is a combined synopsis/solicitation for commercial items prepared in accordance with FAR subpart 12.6, as supplemented with additional information and requirements in this notice. This announcement constitutes the only solicitation - Proposals are requested and a separate written solicitation will not be issued. The solicitation number is USAID-RFP-TRN-12-20 and is issued as a Request for Proposal (RFP). This solicitation incorporates Federal Acquisition Regulation provisions and clauses in effect through Federal Acquisition Circular 2005-60. This procurement is unrestricted. The North American Industrial Classification System (NAICS) code is 493130, food products warehouse, with a small business size standard of \$25.5 million in annual receipts for the company and its affiliates (See FAR Part 19 definitions).

I. Federal Acquisition Regulations Incorporated by Reference are:

FAR 52.212-1, Instructions to Offerors-Commercial Items;

52.212-2, Evaluation-Commercial Items;

FAR 52.212-3, Offeror Representation and Certifications-Commercial Items - (Include a completed copy of 52.212-3 with your proposal or provide a statement that, "The offeror completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications - Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____." ;

FAR 52.212-4, Contract Terms and Conditions-Commercial Items;

FAR 52.212-5, Contract Terms and Conditions-Commercial Items Required to Implement Statutes or Executive Orders-Commercial Items.

The following clauses in 52.212-5 are checked by the contracting officer:

52.203-3, Gratuities (APR 1984);

52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991);

52.203-12, Limitation of Payments to Influence Certain Federal Transactions (June 2003);

52.222-26, Equal Opportunity (Apr 2002);

52.222-35, Equal Opportunity for Special Disable Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Dec 2001);

52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998); 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003);

52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003).

The following clauses also apply to this acquisition:

FAR 52.247-5 Familiarization with Conditions;

FAR 52.247-8 Estimated Weights or Quantities Not Guaranteed;

FAR 52.247-21 Contractor Liability for Personal Injury and/or Property Damage;

FAR 52.249-2 Termination for Convenience of the Government (Fixed Price);
FAR 52.249-8 Default (Fixed Price Supply and Service) plus Alternate I.

The above clauses are available on the internet at WWW.ARNET.GOV
Copies of the clauses are also available from this office.

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

Contract Term: This contract is expected to commence around September 18, 2012, or as agreed between the parties. The contract shall be effective through September 30, 2013. Up to two one year option periods may be declared by the government 30 days prior to commencement of each option period, or as agreed by the parties. Contract may be terminated by the government with 30 days written notice to the other party. The government contact person for all contract notifications, regarding this paragraph, is the USAID contracting officer.

II. STATEMENT OF WORK:

BACKGROUND - The purpose of this contract is to have a firm provide warehouse storage and logistics services for USAID pre-positioned packaged food aid commodities and other USAID commodities. Warehouse location shall be in the region of the U.S. Gulf. Contractor responsibilities will include warehouse storage, cargo handling, custodial and logistics services, covering food commodities for the United States Agency for International Development (USAID) Title II Food Aid Programs and other humanitarian assistance programs. Contract performance will take place at a location with excellent (location, quality, price) rail and truck transport connections and excellent (location, quality, price) access to rail, truck and/or barge/vessel transport to major ports in the United States. See the detailed technical aspects listed below. In addition, contract performance will take place at or near a major U.S. port where there are frequent and regularly scheduled vessels / ocean carriers calling at the local port, with regular service to regions where food aid programs are likely to exist (Caribbean, African Continent, Asia, among others). The contractor shall take delivery (possession) of packaged food aid and other commodities at their warehouse facility rail loading dock or warehouse door, store and control the food commodities in a clean and neat facility (in accordance with food aid industry standards articulated in USAID's Commodity Reference Guide -- The guide is located at: http://transition.usaid.gov/our_work/humanitarian_assistance/ffp/crg/) and re-deliver commodities on an Origin (Origin is warehouse floor), ex warehouse (warehouse door) or on an F.a.s. vessel, Port of Shipment basis, to organizations designated by USAID. (For inland warehouses, drayage services to deliver commodities to a U.S. port may be required in the United States.) The government shall issue a fixed rate contract for these food commodity warehouse and logistics services. As an estimated indication of historical records, the government commonly stores about 8,000 to 15,000 net metric tons in the warehouse at any time, with a maximum of 30,000 metric tons stored at any time during the term of the contract. Inventory may be as low as zero. Commodity lots are likely to stay in the warehouse for about 60 to 120 days before re-delivery is requested by the government. The government will

provide advanced notice of commodity purchased for storage and prior to commodities being re-delivered and shipped from the warehouse.

SPECIFICS – USDA and USAID commodity vendors shall deliver commodities to the warehouse contractor on an F.o.b. Destination (rail siding unloading dock or warehouse door receiving dock) basis (See FAR 52.247-34 for the commodity vendor responsibilities). The warehouse contractor shall coordinate deliveries to their facility with the various commodity vendors and their carriers. The warehouse contractor will be responsible for calling rail and truck conveyances forward for unloading the conveyance at the warehouse rail siding or warehouse door. The warehouse contractor will be responsible for any vendor conveyance demurrage after carrier free time is depleted. The warehouse contractor shall unload conveyances and take possession of food aid cargo and place the commodities on the warehouse floor. The warehouse contractor shall invoice USAID for unloading commodities, in accordance with the schedule of rates in this contract. The form “Shipment Information Log” or similar shall be used to record receipts, re-delivery and losses or damages. The warehouse contractor may repair damaged packaged commodity containers in accordance with the USDA Notice To The Trade EOD-110. The contractor shall communicate with USDA vendors regarding the shipping period, quantities to be handled and arrival of rail or truck transport conveyances at the warehouse destination. The contractor shall provide receiving, handling, inland transportation (if applicable, and priced in accordance with the rates in this contract), warehousing, inventory control, commodity fumigation, accountability, and conveyance unloading, loading, and re-delivery services for USAID sponsored pre-positioned humanitarian food aid cargoes. The warehouse and management shall comply with all local safety and fire regulations. The contractor and its agents shall provide USAID with a copy of insurance certificates covering personnel, commodity and facility against liability, loss or damage, theft or fire during the term of this contract.

Commodities - Commodities may consist of bagged or packaged commodities which are loose, on pallets or in cartons (peas, beans, lentils, whole grains, processed corn, wheat or soybean products). Cargo shall generally consist of agricultural products bagged in 25 kg. or 50 kg. multi-walled polypropylene or paper bags. Cargo may also include vegetable oil in 208 liter drums, 20 liter pails or 6/4 liter rounds or similar containers. The contractor shall maintain or have available a minimum capacity for storage, handling and protection of food aid commodities sufficient to hold 10,000 net metric tons. The government may elect to have the contractor store and handle food aid commodities up to a maximum of 30,000 net metric tons. The government shall declare additional net metric ton storage requirements at least 15 days prior to arrival of commodities. In the event the government significantly increases the storage requirement (twenty percent greater than the total/maximum tonnage) the contractor shall indicate their additional capability to the government in writing. If required, the contractor shall submit an amended operational plan to the government for approval. Such plan shall be submitted seven days after government notice of increased minimum / maximum requirements.

Commodities may also include Ready to Use products in cartons which are palletized. These products will require ambient temperature control and monitoring by the warehouse contractor. These products are nutrient rich food products with designations such as “RUTF,” “RUSF,” and “EFP,” etc., all of which will be designated by the government in advance. These

ambient temperatures during storage of these and similar products shall be between 35 degrees and 80 degrees (Fahrenheit). Higher temperatures (81 degrees to 90 degrees) are acceptable (but should be avoided) for no more than three hours each day. Warehouse temperatures, in the areas where these commodities are stored, will be continuously monitored and recorded and will be subject to inspection by the contracting officer or his representative. All FFP food commodities and products will be segregated from non-food items in order to preclude contamination from poisonous or deleterious materials - e.g. fuels, pesticides or other chemicals that could damage the food commodities or products.

Storage – The contractor shall provide off the ground storage of commodities. Off the ground storage may include on pallets or skids. The contractor shall store commodities in a manner which ensures re-delivery by lot or contract number, ease of access for inspections and fumigation of lots. A lot is defined by a USDA Purchase Order Number (PO Number) or similar designation. The contractor shall preserve the condition of commodities and will follow best commercial practices (see USAID's Commodity Reference Guide) in storing and maintaining packaged food commodities. The contractor shall maintain the warehouse in a sound, clean condition and take all reasonable steps to keep it free of insects, rodents, birds and other conditions which may adversely affect the condition of the food commodities or their packages. Reasonable steps include regular fumigation and pest control, commodity inspection, eliminating all rodent/ infestation access points (in walls and floors), and rotation of stocks on a first-in first-out basis. The contractor shall inform the government Contracting Officer's Representative (COR) verbally and in writing should any commodities or their packaging deteriorate or become infested, or should any commodities be lost or damaged during handling or storage.

Disposition of unfit commodities (during storage): Any cargo deemed unfit for human consumption during contractor possession, will be disposed of by the contractor in accordance with United States Code, Title 22 Code of Federal Regulations Part 211.8 (b). Any reference in the regulation to "cooperating sponsor" shall be substituted by "warehouse contractor." The contractor will provide monthly and ad hoc written reports including but not limited to in-bound receiving reports, over / short / loss / damage / wet / torn or slack reports, outbound shipping or delivery reports and on-demand snapshot inventory in stock status reports. All reports must reference the commodity Purchase Order numbers as assigned by the U.S. Department of Agriculture or USAID.

Receipt of Commodities - The contractor must notify the delivering carriers of any overage, shortage or damage upon unloading of conveyances. The warehouse contractor shall permit delivering and re-delivery or exporting carriers an opportunity to inspect commodities. Damaged commodities must be rejected to the carrier prior to the warehouse contractor taking possession of the commodities. Signing a receipt without objections noted, or placing the commodity on the warehouse floor without objection is the contractor's agreement that the commodity was received in good order and condition.

Government Property - Title to cargo shall remain with USAID, or another party designated by USAID, until title is transferred to a PVO, NGO or cooperating sponsor. The commodities

shipped to the warehouse are Government Property (see the FAR clause at 52.245-1, "Government Property.").

Re-Delivery - Commodities shall be re-delivered by the warehouse contractor on an F.o.b. Origin (trailer or container warehouse door) (FAR 52.247-29) basis or an F.a.s. Vessel, Port of Shipment basis (FAR 52.247-36) as directed by USAID. The warehouse contractor shall invoice USAID for the cost of handling or transporting re-delivered commodities, in accordance with the schedule of rates in this contract.

COORDINATION WITH OTHERS - Contractor shall coordinate receipt, possession and re-delivery of cargo with commodity vendors, vessel owners, port officials, private voluntary organizations (PVOs) and non-governmental organizations (NGOs), inspectors and custom officials. Contractor is responsible for preparing, obtaining or generating all commercial documentation relating to warehouse/logistics acceptance, possession, shipping or export of cargo, as well as any documentation associated with re-delivery or transfer of commodities to USAID-designated consignees or carriers. The contractor will re-deliver the bagged or palletized commodities on an Origin basis or on a F.a.s. Vessel, Port of Shipment basis as directed by the contracting officer or COR. The warehouse contractor shall invoice carriers for the cost of handling or transporting re-delivered commodities, in accordance with the schedule of rates in this contract. Any delay caused by contractor's inability to place commodities in an Origin or f.a.s. Vessel, Port of Shipment position, which results in conveyance or vessel claim for detention or dead freight, will be for the account of the warehouse contractor. Any claims for detention or dead freight will be settled between the warehouse contractor and conveyance operators. The government will normally provide the warehouse contractor notice of re-delivery a minimum of five days prior to loading conveyances for Origin or F.a.s. vessel, port of shipment re-delivery. Export freight forwarding services will not be required of the warehouse service contractor.

Condition Inspection: All food condition and warehouse inspections shall be in accordance with FGIS handbook guidelines. The contractor shall arrange and pay for FGIS or independent condition inspections for any pre-positioned bagged cargo in place on the warehouse floor more than 30 days, or if 30 days have passed since the last inspection. The contractor shall also arrange and pay for condition (FGIS) inspections for any cargo five days prior to re-delivery or container stuffing. These condition inspections shall be completed in accordance with the U.S. Federal Grain Inspection Service (FGIS) condition inspection guidelines. Copies of inspection reports shall be sent to the USAID COR. Contractor will permit unannounced condition inspections of the warehouse and commodities by USAID or their agent to insure that commodities and the warehouse are being controlled and maintained in sound condition. A private inspector or agent shall provide the contractor with an authorization letter from USAID's contracting officer or COR.

Commodity Fumigation: If condition inspectors find infested commodities, the contractor shall arrange and pay for fumigation of any lots found to be infested. For any flour delivered under this contract, the provisions of USDA/KCCO Notice EOD-83 are to apply. Fumigation is to be done in accordance with the FGIS fumigation handbook. The contractor shall pay all cost associated with fumigation. The contractor shall be reimbursed by the government for these

commodity fumigation services on a actual cost reimbursable basis in accordance with the contract terms and conditions. Commodity fumigation invoices submitted by the warehouse contractor shall be supported by paid fumigation vendor invoices. Copies of all fumigation reports shall be sent to the USAID COR.

Warehouse Infestation Protections - A comprehensive pest management program will be established and operated continuously. Adequate pest and infestation prevention measures will be taken to prevent infestation by insects and rodents. If warehouse fumigation or the application of pesticides is required, the application will be performed by licensed individuals with best practices utilized to protect the food commodities and products from contamination. General warehouse infestation control and protective services expenses shall be a contained within the contractor's fixed daily commodity storage rate.

The contractor will be responsible for all clearances to redeliver commodities to outbound conveyances or vessels. Freight forwarding services for export will not be required.

Carrier Inspection of Commodities: Upon notice to the contractor to redeliver commodities to a USAID/PVO-contracted carrier, commodities are to be made available to the carrier for inspection. The carrier will have four (4) working days to inspect, accept or reject the carrier-contracted commodities, giving reasons in writing for any rejections. The commodity parcels rejected shall be identified to the warehouse contractor and to USAID. Cargoes rejected by the carrier will be subject to inspection by FGIS or another government inspection agent, to determine final disposition. Rejected cargo may be replaced by USAID and, upon notification that same has been accomplished, the carrier will have 24 hours to inspect the replaced commodity. The carrier (or its agents or stevedores) shall sign non-negotiable receipts, indicating acceptance of the cargoes in good order. Cargoes moving directly from rail cars or trucks to the performing vessel or containers are considered to be F.a.s. vessel cargoes, and will not involve warehouse contractor involvement or costs.

III. EVALUATION CRITERIA FOR PROPOSALS: Your proposal must address the above scope of work and the following proposal evaluation elements. The SOW and these elements will form the basis of the government's evaluation, and will, in part, determine the best value to the government. Your proposal shall provide the government with your proposal and contract rates, calculations and estimates for the following:

A. Technical Proposal and Evaluation Factors:

1. Provide the complete address for the proposed warehouse and the number of usable square feet available. Photos of the inside and outside of the facility shall be provided – to include rail spurs or sidings and the number of bay or doors.
2. Using the USAID Commodity Reference Guide as a basis for your proposal, how many metric tons of food aid commodities may be stored in your warehouse facility?
3. Is the warehouse serviced by a rail spur or siding with direct handling (no further conveyance drayage) from the rail cars to the warehouse floor?

4. How many bays or doors are available for handling directly from the rail siding or spur? What is the rail car (about 65 metric tons in each) throughput each business day?
5. How many bays or doors are available for door receipt or re-delivery via trailers or ocean containers? What is the trailer or ocean container receipt or re-delivery throughput each day? (Figure 18 metric tons per trailer or ocean container.)
6. How many ocean containers may be stored on your warehouse facility lot for loading or unloading by the warehouse?
7. What is the closest port and berth that can handle deep water ocean vessels loading breakbulk ocean vessels? What is the closest port and berth that can handle deep water ocean vessels loading ocean containers? What is the distance of your warehouse facility from these berths? (provide two distances if necessary.)
8. What other local breakbulk or container vessel berths are available for deep water vessels to load commodities? What are the distances from your proposed warehouse facility to these ports/berths?
9. Your technical plan of operations, warehouse location and space, key persons and resources.
10. Technical plan of operations - Suitability for the task, condition, location, resources and throughput capability of proposed warehouse and port area. Throughput and handling capability to un-stuff railcars and stuff containers. Information systems, information personnel, reporting capabilities. Basic plan of operations and condition of equipment including local infrastructure to be applied in the performance of the contract.
11. Describe availability of and frequency of steamship lines operating at the local port(s) on their normal trade routes.
12. Provide the qualifications of key direct hire or agent personnel (For example - project manager, warehouse supervisor).
13. Describe your labor relations (labor, truckers, stevedores, etc.) and labor availability information.
14. Past performance of the prime and major sub-contractor, warehouse and key personnel in handling, protection and storage of food aid or similar commodities. Offerors shall complete the solicitation Past Performance Attachment.

Proposals shall include sufficient information and documentation (including addresses, map location and relation to port facilities, warehouse photographs and copies of significant local licenses and insurance certificates) to indicate your ability to perform the scope of work – using the SOW and the above evaluation factors as a guide.

B. Prices (to be provided in a separate document from the technical proposal).

1. Your rate for warehouse storage, including all labor, management, resources, equipment, warehouse maintenance and upkeep – Per net metric ton per day: \$_____ per net mt.
2. Your rate for rail car siding to warehouse floor handling (to be paid by USAID): \$_____ per net mt.

3. Your rate for trailer or container conveyance unloading or loading at warehouse door (door to floor or floor to door) for each 20 / 40 / 48 foot conveyance: \$____ per net mt.
4. Your rate for trailer or container conveyance drayage of 20 foot conveyance to closest deep water berth for breakbulk or container vessel loading: \$____ per net mt.
5. Your rate for trailer or container conveyance drayage of 40/48 foot conveyance to closest deep water berth for breakbulk or container vessel loading: \$____ per net mt.
6. Your rate for trailer or container conveyance drayage of 20 and 40/48 foot conveyance to other local or regional deep water berths for vessel loading: \$____ per net mt. (Provide rates for named berths or terminals.)
7. If the warehouse facility and USAID commodities are considered to be in an F.A.S. vessel position, the rate for loading a breakbulk vessel (to be paid by the vessel owner) is: \$____ per net mt.
8. Commodity fumigation shall be reimbursed by USAID at actual service vendor market price.

The contract expenses (per metric ton) for storage shall be calculated by multiplying the number of net metric tons on hand at the end of each day times the rate per net metric ton for the storage service.

Best Value Evaluation: Technical evaluation and past performance scores are more important than price in determining best value for the government.

IV. PROPOSAL: Potential contractors shall submit a proposal to the government that provides information relating to and covering the above scope of work and evaluation factors. Proposals shall be submitted electronically to JAbood@USAID.GOV . Proposals shall not exceed 15 written pages, excluding any photographs and past performance information. Photographs are limited to ten, and shall be no larger than 5X 7 inches in size. Your price proposal shall be submitted as a separate electronic document.

V. DATE, TIME AND PLACE FOR RECEIPT OF OFFERS: Submit clean (all-inclusive) written proposal(s) (only one electronic copy) for the above requirement to USAID by August 27, 2012 by 1400 hours (Washington, D.C. local time). Late proposals will not be considered except in accordance with FAR and agency provisions. After your proposal is submitted, and during our review of proposals, you may call (202) 567-4641 to determine the status of the procurement. The government expects to make an award during September 2012.

Point of Contact

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