

Freight RFP USAID Prepo for WFP Yemen 80,000 Metric Tons of Bulk Soft White Wheat  
USAID Freight RFP No. AC20-0118; AC20-0119 and AC20-0120  
Date: November 05, 2020

BJA Logistics LLC, Washington, DC, on behalf of the United States Agency for International Development requests firm offers of geared vessels 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: AC20-0118

USAID PR # 4000009231 for 35,000 MT.

USAID RFP No: AC20-0119

USAID PR # 4000009231 for 30,000 MT

USAID RFP No: AC20-120

USAID PR # 4000009231 for 15,000 MT

WBSCM Commodity Invitation 2000007416

WBSCM Freight Invitation 20000067417

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 Daylight Time USA on November 09, 2020.

Freight offers to remain valid until 1700 hours (Washington DC time) on November 10, 2020.

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)

**SPECIAL NOTE 1:** updated NOTICE TO THE TRADE DATED AUGUST 28 2020, TITLED "IMPLEMENTATION OF THE NATIONAL DEFENSE AUTHORIZATION ACT, SECTION 889", IS FULLY INCORPORATED HEREIN. carriers are required to provide a signed copy on company letterhead of far 52.204-24 in its entirety when submitting offers and make the required representation. far 52.204-24 can be found at <https://www.acquisition.gov/far/52.204-24>

The signed copy to be emailed directly to BKA Logistics LLC and USAID Transport

Email: [mark.millard@bkalogistics.net](mailto:mark.millard@bkalogistics.net) ; [rsingh@bkalogistics.net](mailto:rsingh@bkalogistics.net)

Email: [pvicinanza@usaid.gov](mailto:pvicinanza@usaid.gov); [rohicks@usaid.gov](mailto:rohicks@usaid.gov);

[m.oaa.tmaillistusaid@usaid.gov](mailto:m.oaa.tmaillistusaid@usaid.gov); [korji@usaid.gov](mailto:korji@usaid.gov)

(1.a) Cargo/Laydays/Quantities:

<u>Ref:</u>	<u>Cargo</u>	<u>Laydays</u>	<u>Quantity</u>
AC20-0118	Bulk SWW Wheat	November 24- Dec. 4, 2020	35,000 Metric Tons.
AC20-0119	Bulk SWW Wheat	November 24- Dec. 4, 2020	30,000 Metric Tons.
AC20-0120	Bulk SWW Wheat	November 24- Dec. 4, 2020	15,000 Metric Tons.

1.b) Contracted quantities will be on a min/max basis.

1.c.) Above lots cannot be combined, must be shipped separately.

1.d) Offerors may not combine the First and Second lots with any other cargoes in the market. For the third lot USAID will consider a combination with a separate cargo of about 8,000 MT of DNS wheat to Sri Lanka under a USDA program which to be separated from the third USAID lot in this tender by natural hold separation only.

1.e) All offers are subject to Charterer's approval and the USAID Proforma Charter Party terms incorporating applicable WFP Charter Party discharge 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)., These USAID cargoes may not be commingled with other part cargoes contracted under separate Charter parties. If any separation required, 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. Transshipment is prohibited.

(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. Failure to offer exactly as per the above terms will render an offer non-compliant and as such the offer will not be considered.

Further freight offer evaluations will be based on Free Out Terms at below stated discharge port(s).

(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 lading to Charterer's agent BKA Logistics LLC by overnight courier at Owner's expense. However, Charterer/Receiver retains the option for Owner to issue a non-negotiable Cargo Receipt incorporating all the terms, conditions, clauses and exceptions of the governing Charter Party. In the event of any conflict between the terms of the Cargo Receipt and the governing Charter Party, the provisions of the Charter Party shall prevail.

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 noted Bill of Lading weights will not be considered.

(2) Load port(s): One to two safe berth(s) each, one to two 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: 1 to 2 safe berths; 1 to 3 safe ports in Charterer's option out of Hodeidah, Saleef, Aden , Salalah, Port Sudan, Djibouti, Berbera , Jebel Ali.

Intentions are

35,000 MT for Nov 24- Dec 4., 2020 laydays—Intention Saleef ,Yemen

30,000 MT for Nov.24-Dec 4., 2020 laydays –Intention Hodeidah , Yemen

15,000 MT for Nov 24-Dec 4., 2020 laydays –Intention Aden, Yemen.

The above shipments not combinable. Each to be shipped separately.

Offers must include all ports listed above in their proposals. Exclusion of any named port(s) will result in the Offer being deemed non-responsive.

Discharge port intention as indicated above is subject to change in Charterer's option.

Charterers to nominate final discharging port(s)/rate(s) latest upon passing Strait of Messina eastbound for shipments from the USGulf / Texas ports, or upon passing Colombo westbound for shipments from USA West Coast ports.

Rotation of discharge ports to be in geographical rotation unless required by Charterer.

Freight offers shall be evaluated basis on the Free Out freight rate to the intended discharge port for each lot.

Owners to satisfy themselves about the prevailing restrictions at all loading and all discharging port(s) and Charterers are not responsible for any failure thereto.

Transshipment is prohibited.

(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:

<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.

(4.b) Owners are to specify load port demurrage/despatch rates in their offer. Despatch 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 despatch 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 Yemen Ports :

- i) Aden : Free Out at 5,000 MT PWWD or Charterer's option 3,000 MT PWWD.
- ii) Hodeidah : Free Out at 5,000 MT PWWD.
- iii) Saleef : Free Out at 6,000 MT PWWD.

Further Owner to specify the detention rate that would apply in Yemen under WFP "Additional Clauses to the United Nations World Food Programme Worldfood 2017 Charter Party as amended for the US trade" Clause 52, TRADING TO YEMEN

(5.b) At Salalah Oman :

- i) Cargo to be discharged basis Free Out terms at 2,500 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 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

(5.c.) At Jebel Ali, U.A.E cargo to be discharged basis Free Out terms at 7,000 MT PWWD FHEX SAT EIU or Charterer's option at 6,000 MT PWWD FHEX SAT EIU.

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.

(5.d.) 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.

(5.e.) 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

(5.f) 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

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

(6) Freight rates: - Owner to provide separate rates for:

(6.a) For Yemen Ports –

- i) For Aden on Free Out at 5,000 MT PWWD.
- ii) For Hodeidah on Free Out at 5,000 MT PWWD.
- iii) For Port Saleef on Free Out at 6,000 MT PPWD.

(6.b) For Salalah, Oman on

- i) Free Out at 2500 MT PWWD.
- ii) Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch
- iii) Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.
- iv) 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 Jebel Ali, U.A.E on

- i) Free Out at 7,000 MT PWWD FHEX SAT EIU
- ii) Free Out at 5,000 MT PWWD FHEX SAT EIU.

(6.d) For Port Sudan on

- i) Free Out terms basis:
  - 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
- ii) Liner Out with Owner Bagging / Stacking on Receivers' trucks with no demurrage/ no despatch.

(6.e) For Djibouti on

- i) Free Out terms basis:
  - 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.

- ii) Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch
- iii) Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.
- iv) 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.f) For Berbera, Somalia on

i) Free Out terms basis 2500 MT PWWD.

ii) Liner Out with Owner to bag and stack the cargo on to Receiver's trucks with no demurrage / despatch

iii) Liner Out with Owner to bag and stack the cargo into port warehouse with no demurrage / no despatch.

iv) 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

Offers to include applicable demurrage/despatch rates for all listed discharge ports with free out term requirements. Despatch rates to be one-half of demurrage rates quoted.

Offers shall specify the applicable detention rates for Yemen ports per WFP "Additional Clauses to the United Nations World Food Programme Worldfood 2017 Charter Party, as amended for the US trade" Clause 52, TRADING TO YEMEN

Evaluations shall be based on freight rates submitted basis:

One safe berth; One safe port Load to One safe berth , one safe port discharge, for 35,000 MT for the discharge port of Saleef Yemen on Free Out basis 6,000 MT PWWD.

30,000 MT for the discharge port of Hodeidah Yemen on Free Out basis 5,000 MT PWWD

15,000 MT for the discharge port of Aden, Yemen on Free Out basis 5,000 MT PWWD.

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 ports/ berths and/or discharge ports/ berths 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 / berth.

If Owner intend to lighten, the offer should specify the cost of lightening, whether basis full or partial lightening. If lightening is not performed at the discharge port and vessel discharges directly at the berth, USAID will deduct the lightening cost from the ocean freight.

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.

(7) In-transit fumigation required for these cargoes:

Vessel will be fumigated with an Aluminum Phosphide preparation in-transit, in accordance with USDA/FGIS Handbook now dated July 10, 2020. Vessels that cannot be fumigated will not be considered. At final loading port, commodity supplier will arrange and pay for in-transit fumigation performed by a certified applicator. Fumigation will be witnessed by FGIS, USDA, and the Aluminum Phosphide preparation must be contained in packaging as described in the fumigation handbook. Dust retainers must be used. For tweendeckers and bulk carriers (including push-mode ITB), the recirculation method of fumigation will be used. Tween-deck vessels are acceptable only when a certified applicator states that the vessel has been inspected and found to be suitable for in-transit fumigation.

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.

(8) 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.

(9) 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 within 50 days from the date of sailing from the last U.S. load port, except for the Aden cargo of 15,000 MT SWW if it is combined with the USDA 8,000 MT of DNS wheat to Sri Lanka, in which case the DDA will be imposed if said vessel does not arrive at WFP discharge port within 10 days from sailing the Sri Lanka discharge port. .

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.

(10) Vessel Agents: Owners to appoint and pay the Charterers' nominated agents at the load port(s) and at the discharge ports.

(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 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. Vessels to be geared. 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.

Gearless vessels are not acceptable. Vessel to provide gear necessary (as per Clause 15 and 61 of the Worldfood2017 Charter Party) to discharge all cargo with minimum lifting capacity of 20 Metric Tons SWL each crane.

(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 the cargo 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).

It is a condition of the contract that the fixture of any part-cargo other than relief cargo will be subject to prior approval by USAID/ WFP without prejudice to any damages that USAID/ WFP may claim, failure by owners to comply with this condition will give USAID/ WFP the right to terminate the contract or to impose on owners a rate reduction of USD 10.00 per contracted mt, as liquidated damages. Military cargoes/arms/ammunition/explosives or similar are not allowed

(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.

**SPECIAL NOTE 1:** updated NOTICE TO THE TRADE DATED AUGUST 28 2020, TITLED "IMPLEMENTATION OF THE NATIONAL DEFENSE AUTHORIZATION ACT, SECTION 889", IS FULLY INCORPORATED HEREIN. carriers are required to provide a signed copy on company letterhead of far 52.204-24 in its entirety when submitting offers and make the required representation. far 52.204-24 can be found at <https://www.acquisition.gov/far/52.204-24>

(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 and the relevant discharge terms of the Worldfood2017 Charter Party.

In addition the Worldfood2017 Charter Party “Additional Clauses to the United Nations World Food Programme Worldfood 2017 Charter Party as amended for the US trade”

Clause 49, NAVAL PROTECTION TO VESSELS CARRYING RELIEF CARGO:

Clause 51, PRIVATE SECURITY TEAM

Clause 52, TRADING TO YEMEN

Are incorporated in this RFP and shall be included into the governing Charter Party.

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) COVID-19 Quarantine:

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.

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

(31) Firm offers to be submitted in WBSCM no later than 1000 hours Central Daylight time on November 9, 2020 in accordance with the terms and conditions of this RFP.

(32) Offers to remain valid until 1700 hours Washington, DC time, November 10, 2020. USAID intends to make the award without discussions but reserves the right to conduct discussions and seek final proposal revisions if deemed necessary.

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

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

(35) 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](mailto:rsingh@bkalogistics.net) or [mark.millard@bkalogistics.net](mailto:mark.millard@bkalogistics.net).  
END