

USAID Authorized Geographic Code is 937. 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 - 13-008 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);

FAR 52.217-8 Option to Extend Services

52.217-9 Options to Extend the Term of the Contract

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 Type: This is a Commercial Items Firm Fixed unit price (per metric ton) type contract.

Contract Term: This contract may commence January of 2013, subject to extension and/or enactment of the “Food, Conservation and Energy Act of 2008” or “Agriculture Reform, Food, And Jobs Act of 2012,” otherwise known as the “Farm Bill”. The contract shall be effective thereafter. Due to the potential for change in the award date, all proposals are required to remain valid for 90 days after the requested due date.

Period of Performance:

The period of performance for this contract is one base year period (or some segment of one year) with (4) one year option periods. The contract is expected to commence January of 2013 or immediately following the implementation of the U.S. Farm Bill (upon award) through September 30, 2013.

Four (one year) option contract periods are available to the government (“Option Period”). USAID shall provide the contractor written notice of its intent to exercise the option no less than thirty (30) days prior to the end of the Base Period.:

Option period 1 – October 1, 2013 through September 30, 2014
Option period 2 – October 1, 2014 through September 30, 2015
Option period 3 – October 1, 2015 through September 30, 2016
Option period 4 – October 1, 2016 through September 30, 2017.

The contract may be terminated by the government with a 30 day written notice to the contractor. The government contact person for all contract notifications, regarding this paragraph, is the USAID contracting officer.(FAR 52.212-4).

II. STATEMENT OF WORK:

PURPOSE

The purpose of this contract is to obtain warehousing and logistics services for USAID Title II Pre-position program and other government commodities. Such Commodities will consist of either packaged or bulk agricultural products to be used to respond to humanitarian emergencies anywhere in the world. In addition to PL 480 Title II program food aid commodities, USAID may order warehousing services for other commodities owned by USAID. This contract will be for warehousing services in the U.S. Gulf of Mexico region. Contractor will be required to provide warehousing space at the contracted warehouse location upon request by USAID. However, contractor need not maintain open warehouse space when not required by USAID. Contractor will be required to have warehouse space available at the request of USAID with 30-day notice. Warehouse will be maintained on behalf of USAID for a required period of time. At the end of the required time period, USAID will request that the warehouse services at the location cease.

BACKGROUND

The United States Agency for International Development (USAID) Title II Food Aid Program is established under Public Law 480 entitled, "Food for Peace Act." The legislation provides for domestic and international pre-positioning of food aid commodities in order to respond rapidly to food aid requirements. The 2008 Farm Bill authorizes USAID to maintain warehouses for pre-positioning food aid commodities. The government seeks services of logistics company(s) to assist USAID with the implementation of the Title II legislation by entering into agreements to manage, handle and store USAID commodities. These services will include (1) receipt of food aid commodities from railcar/truck and placement of commodities on the warehouse floor, or in an F.A.S. vessel position and (2) re-delivery of the commodities, including re-delivery to F.A.S. vessel, CY or stacked into railcar/truck at the warehouse door for onward transportation.

OBJECTIVES:

The purpose of this contract is to provide the government with warehousing, port operations and transport services, in the contracted region. These services include warehousing and related logistical services and local and regional transport. The purpose of this contract is provide these services to USAID to operate its Title II Food Aid programs in the U.S. Gulf region. The intent is to enable the program to quickly and flexibly move and store its food aid commodities, on a temporary basis, to areas of the world in need. Some ancillary services such as cargo handling, custodial and logistical service(s) (including procurement and storage of bags, pallets, boxes, etc.) may be required. USAID will have a requirement for smaller amounts of processed Ready To Use Products (RUTF, RUSF and EFP) that shall require temperature and environmental controls.

SCOPE OF WORK

The U.S. Government anticipates purchasing over 50,000 metric tons of food aid commodities to be pre-positioned domestically during a normal fiscal year. The government will declare the commodity net metric tonnage storage requirement at least 30 calendar days prior to their arrival at the warehouse facility. As an estimated indication of historical commodity volumes, the government commonly stores between 8,000 and 20,000 net metric tons of food aid commodities in its U.S. Gulf warehouse(s). The maximum quantity to be stored in the warehouse would be 30,000 net metric tons. The government does not guarantee a minimum quantity of commodity. In the event the government requires additional storage, above the maximum capacity stated, the contractor shall indicate their additional capabilities in writing. If required, the contractor shall submit an amended operational plan to the government for approval.

For the U.S. Gulf region storage, the government requires a warehouse facility located at or within close proximity of an F.A.S. Ocean port vessel berth, serviced by direct rail (with siding(s)) able to handle large volume(s) of rail cars, have the ability to deliver commodity to an F.A.S. vessel position to load break-bulk cargo vessels with loose bags and/or cargoes at a minimum of 1,800 metric tons per day and be able to stuff a minimum of forty containers per day for export. The export port facilities must have the capability to receive and load panamax sized vessels (minimum draft of 10 meters) and be in close proximity to a full service container terminal. The load facility must have ample space to receive and hold a substantial number of ocean containers at any time.

The government will declare the metric tonnage storage requirements as early as practicable. Generally notice will be provided at least 30 to 60 calendar days prior to delivery.

The title to all USAID commodities is retained by USAID (at all times), whether it is in-transit or when stored at the contractor supplied warehouse(s). The contractor shall take delivery (possession, care and custody) of USAID food aid commodities from the transportation carrier (rail/truck) at a warehouse floor or on a warehouse door basis, dependent upon the USDA commodity vendor delivery terms. The contractor shall store, secure and control the food commodities, obtain and/or generate all documents related to the acceptance of possession of cargo (i.e. Shipment Information Log, KC366, relevant WEBSCM form, etc.) as well as for the re-delivery/re-export of commodities, and re-deliver commodities on an F.O.B. warehouse door or on an F.A.S. vessel basis, to organizations designated by USAID. No freight forwarding services are required. USAID may also provide commodities via air transport. In such a case, contractor may be required to deliver or take re-delivery of cargoes at a nearby airport and provide the logistics and storage services specified above.

Cargo will generally consist of agricultural products (containerized, bagged, palletized or in cartons - whole grains and/or processed corn, wheat and/or soybean products, flour, peas, beans, lentils, refined vegetable oils and other commodities) bagged in 25 kilogram or 50 kilogram multi-walled polypropylene or paper bags. Cargo may also include vegetable oil in 5-gallon pails or 6 liter tins or plastic containers. Cargo may also consist of Ready to Use Food products (RUTF, RUSF and EFP products) in cartons that are shrink wrapped and palletized. The contractor shall store commodities in a manner which ensures ease of access, inspection and

fumigation. The contractor shall preserve the condition of commodities and shall follow the USAID (Food For Peace Commodity Reference Guide - http://www.usaid.gov/our_work/humanitarian_assistance/ffp/crg/ - guidelines and best commercial practices in storing and maintaining food commodities. USAID food aid commodities must be stored off the ground and on pallets in the warehouse(s). Pallets are to be provided by the warehouse contractor, and shall not tear or damage bags or containers. 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 commodities or their containers. A comprehensive pest management program shall be in place and operate continuously during the term of the contract. Adequate pest and infestation prevention measures will be taken to prevent infestation by insects, birds 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 service expenses shall be included within the contractor's fixed daily commodity storage rate.

The Ready to Eat products, due to their sensitive compositions must be stored in an area where the ambient temperature(s) shall be maintained at between 35 and 80 degrees (Fahrenheit). Additionally, special stacking and security methods shall be implemented when handling these products. These commodities cannot be stacked greater than two pallets high.

Commodities shall be stored in the warehouse in such a manner that commodity lot identity is maintained to the extent that, when delivery of any lot is ordered by USAID, the specific commodities received will be re-delivered. The practice of First In/First Out inventory control is required when handling all USAID Food commodities. The contractor shall coordinate receipt, possession and re-delivery of cargo with the transportation carriers, port officials, non-governmental organizations and custom authorities. The contractor is responsible for obtaining and/or generating all documentation relating to the acceptance and possession of the cargo, as well as any documentation associated with the re-delivery/re-export of the commodities to USAID-designated consignees or when the commodities are transported to other destinations by the contractor. Title to cargo shall remain with USAID, or other party designated by USAID, until title is transferred to the USAID/FFP designated organization (a PIO, NGO or cooperating sponsor). All FFP food commodities and products will be segregated from non-food items to preclude contamination from poisonous or deleterious materials - e.g. fuels, pesticides or other chemicals that could damage or taint the food commodities or products

The warehouse shall comply with all local requirements including safety, fire and inspection regulations. The contractor and its agents shall provide USAID with a copy of any insurance certificates covering personnel and the facility against liability, loss or damage, theft or fire during the term of this contract. The U.S. Government does not require insurance against commodity loss. Contractor shall enter into an Export Food Aid Commodity Warehouse License Agreement (WA-502) with the USDA.

If cargo arrives in railcars, truck or in containers, the contractor may be required to strip commodities from the conveyance(s) at the warehouse door or dray the container(s) from the

port area (CY) to the warehouse, strip the containers and return the empty containers back to the ocean carrier's yard in the port area. Container free time will be as per carrier tariff. Any charges due to contractor exceeding allowable railcar/container free time shall be for the account of the contractor.

The contractor will provide written reports including but not limited to in-bound receiving reports, overage / shortage / loss / damage / wet / torn or slack reports, out-bound shipping or delivery reports and on-demand snapshot inventory in stock status reports.

If USAID requests the contractor to deliver to F.A.S. vessel, USAID will advise contractor of vessels receiving capability without guarantee. Any delay caused by contractor's inability to place commodities in a F.A.S. position, which results in vessel claims for detention or dead freight, will be for the account of the contractor. Any claims for detention or dead freight will be settled in accordance with FAR 52.233 - 1, "Disputes" if a claim is filed after final payment to the contractor. If a claim is filed and settled prior to final payment, such amounts may be deducted from payment.

Fumigation: The contractor shall conduct condition inspections for any pre-positioned bagged or bulk food commodities in place on the warehouse floor (or bulk facility) more than 30 days or if 30 days have passed since the last inspection. The contractor shall also conduct condition 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 for packaged commodities (<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=lr&topic=hb>). If condition inspectors find infested commodities, the contractor shall arrange and pay for fumigation of any lots found to be infested. Fumigation is to be done in accordance with the FGIS fumigation handbook (<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=lr&topic=hb-fu>). The contractor shall pay all costs associated with condition inspections and fumigation. Inspection costs shall be part of the contractor's charge for warehouse storage services under CLIN1. Fumigation costs will be billed directly at actual cost. Copies of all inspection and fumigation reports shall be sent to the USAID contracting officer.

Survey of commodity: Inbound and outbound commodity survey operations will be performed by firms other than the contractor unless so directed by the contracting officer or COR.

Re-delivery of commodities for loading onboard outbound vessel or NGO conveyance(s):
Release of commodities will be authorized by the USAID contracting officer or COR.

Government Condition Inspections: Contractor will permit unannounced condition inspections of the warehouse and commodities by the US government or their agent to insure that the commodities are being controlled and maintained in sound condition. The inspector shall provide the contractor with an authorization letter from USAID's contracting officer or COR.

Government Property - Title to cargo shall remain with USAID, or another party designated by USAID, until title is transferred to the designated shipper (PVO, NGO or cooperating sponsor).

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

Disposition of unfit commodities: Any cargo deemed unfit for human consumption at the time of arrival or 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 "contractor."

Material Storage:

The contractor shall provide port logistics, clearance, warehousing, inventory control, receipt, commodity handling and distribution (re-delivery) management services as required by the program and various shipments of pre-position commodities within the program. The contractor shall provide all managerial services to track and manage, food aid commodities within the pre-position warehouse.

Key Personnel Categories:

Project Manager

Warehouse and Ports Operations Manager

Overall Project Manager - The Contractor shall designate a Project Manager who will be responsible for the overall administration, supervision and coordination of the performance of this contract. The Project Manager shall have at least five (5) years of relevant experience in warehouse management and logistics and an understanding of agricultural food aid commodities.

Warehouse and Port Operations Manager - The Contractor shall provide a manager who shall be responsible for the supervision and coordination of the performance of warehouse operations and port commodity handling and clearance to perform the services in this contract. The Warehouse and Port Operations Manager shall have at least three (3) years of experience in warehouse management and logistics, a thorough understanding of food aid commodity handling and port operations.

Warehouse facilities provided to USAID under the resulting contract must, at a minimum, meet the following standards:

- a) Warehouses must be of wind and watertight construction.
- b) Warehouses must be free from pests.
- c) Warehouses must be in a secure location with 24 hour monitoring.
- d) Warehouses must have proper firefighting measures and equipment in place.
- e) Warehouse personnel must be qualified in the proper stowage and handling of food grade commodities.

f) USAID commodities are not to be stowed in close proximity to cargoes which are hazardous, odorous, infested, or which may otherwise pose a risk.

All warehouse locations are subject to inspection by US Government representatives prior to acceptance by USAID as a suitable facility.

Contract performance shall take place in a warehouse location possessing access to the major rail, truck and ocean transportation providers in the United States. The warehouse location is to be in close proximity to a major U.S. Gulf port with intermodal connections to the key East and West Coast port facility(s) that provide frequent/regularly scheduled ocean services (breakbulk and containerized) to regions of the world known to require food aid programs (Caribbean, Africa, Asia, etc.)

PERIOD OF PERFORMANCE

The period of performance for this contract is up to a one year base period with four (4) one-year option periods.

PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Standards of Storage - This Contract adopts by reference the "Basic Standards" within the Standards for Approval of Dry and Cold Storage Warehouses for Processed Agricultural Commodities, Extracted Honey and Bulk Oils, (7 CFR Part 1423.2 Basic Standards).

Delivery and Re-delivery – Transfer of Possession and Responsibility.

1. Delivery to the warehouse –

a. Transfer of possession of commodities and associated responsibility from the Commodity vendors Carrier to the Contractor takes place when commodities are placed at rest on the warehouse floor by Carrier. In cases where it is the responsibility of the Carrier to deliver cargoes on to the warehouse floor, Carrier contracts with USAID will specify delivery in accordance with FAR 52.247-35, F.o.b. Destination, Within Consignee's Premises and the destination will be specified as the warehouse floor.

b. Carrier or container demurrage shall be the responsibility of the Contractor even if Contractor meets or exceeds delivery productivity levels in accordance with their proposed throughput capability, based upon the handling resource option purchased by the government. The contractor is responsible for coordinating delivery and re-delivery with carriers. Carrier or container demurrage caused by factors outside the control of the contractor shall not be for the contractor's account.

2. Re-delivery from the warehouse –

Transfer of possession of commodities and associated responsibility from the warehouse to the PVO carrier takes place when commodities are lifted from the warehouse floor for placement in an ocean carrier's or Private Voluntary Organization's conveyance, in accordance with FAR 52.247-29 (F.o.b. Origin, Contractor's Facility) or FAR 52.247-36 (F.a.s. Vessel, Port of Shipment), as directed by USAID.

KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of the contract(s) are as follows:

Title	Name
1. Overall Project Manager	
2. Warehouse and Ports Operations Manager	

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Contracting Officers Technical Representative reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

3. Contractual Relationship with Ocean Carriers and Private Voluntary Organizations (PVOs) - Contractor shall coordinate with ocean carriers and PVOs as necessary to implement the terms of this Contract.

Contractor Responsibility

The Contractor is responsible for the day-to-day inspection and monitoring of all Contractor and sub-contractor work performed to ensure compliance with contract requirements. The results of all inspections conducted by the Contractor shall be documented on a weekly inspection report and made available to the COR by close of business on the first workday of each succeeding week. The reports shall include, but not be limited to, clear and concise inspection results, deficiency descriptions, process inspected, and adequate corrective action taken that prevent deficiency recurrence.

The Role of Government Personnel and Responsibility for Contract Administration

A. Government Quality Control: Government quality control personnel are subordinates of the COR and are responsible for inspecting the Contractor's day-to-day work. The responsibilities of Government quality control program include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection

reports, the results of all inspections conducted; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the COR in meeting contract responsibilities.

B. Government Quality Control

The Government may use a variety of inspection methods to evaluate the Contractor's performance, and more than one inspection method may be used. Examples of inspections are:

- a. Planned (periodic) surveillance of service work items (daily, weekly, monthly, quarterly, semiannually, or annually).
- b. 100% inspection of service work items.
- c. Review of Management Information System and Inventory Data.
- d. Unscheduled inspections.
- e. Process monitoring.
- f. Scheduled/Unscheduled audits.
- g. Random inspection
- h. Sampling inspection

Criteria for Evaluating Performance

A. If USAID inspection reports indicate performance deficiencies, the COR may require the Contractor to explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problems(s) will be prevented in the future. The COR will evaluate the Contractor's explanation and take appropriate action.

B. At the sole election of the COR, and upon notification to the Contractor, the Contractor may be required to re-perform or perform late any or all defective work disclosed by Government inspection, including incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services must be re-performed or performed late, and completed within a reasonable time, as specified by the Government. In such cases, the Government shall re-inspect work designated for re-performance or late performance, and the Contractor may be held liable for any damages sustained by the Government including, for example, the costs associated with re-inspection.

C. Re-performance, and the acceptance of re-performance (or late performance), will be determined by the CO or COTR on an individual service work item basis.

REPORTS AND DELIVERABLES.

Reports - The Contractor will furnish to USAID such reports with respect to receiving, storing and delivering commodities and with respect to the financial condition of the warehouse as USAID may request. The Contractor must promptly notify USAID in writing of any change in ownership or operation of the warehouse or of any change in the capacity, structure, construction, or ventilation of the warehouse.

The Contractor shall provide report(s) to USAID on warehouse volumes and activities using a planning and monitoring system that focuses on performance with requirements summary(s) and specific technical tally reports. In addition to these reports, the Contractor will also submit a final contract completion report. All reports must be in English and in a format that has been approved by USAID.

The Contractor shall submit a brief report on its quarterly performance within 45 days of the end of the period being covered. The report should address the following areas: (a) performance objectives/expected outputs for the quarter; (b) summary of major accomplishments during the quarter as well as unexpected or unplanned outcomes/activities during the quarter; (c) outstanding issues and implementation problems and options for resolving these issues and problems; (d) status toward achieving sustainability of efforts; (e) planned performance objectives for the next quarter; and, (f) an administrative report covering expenditures by contract budget category and status of funds available to date.

I. RECEIVING, UNLOADING, AND INSPECTION

A. Coordination - The contractor shall coordinate with USAID, and Carriers regarding the shipment, handling and receipt of commodities, in order to assure the efficient transport and receipt of commodities. If railcar stripping is required for the delivery of commodity into the warehouse, the railcar stripping services shall be billed to the commodity vendor or their logistics provider at the rate(s) listed under CLIN 2. Public notification of the Railcar Stripping rate(s) is to be provided by the warehouse contractor for Pre-positioned warehouse commodities.

The USDA commodity purchase and delivery terms used when procuring commodity for delivery into the USAID warehouse are F.A.S, (named location of warehouse). Therefore, for purposes of consistency with USDA commodity contract terminology, USAID shall use the term, f.a.s. (named location of warehouse) to define the point of transfer. The definition of f.a.s.(named location of warehouse) is:

Free alongside ship (f.a.s.) (named port of shipment) means a term of sale that the commodity vendor fulfills its obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment, **or at a safe point of rest at the named warehouse.** The warehouse contractor bears all costs and risks of loss of or damage to the goods from that moment.

B. Inspection and Report of Damage - Before unloading, the Contractor will inspect the delivering conveyance for apparent damage either to the conveyance or to the commodities. The Contractor will immediately notify the carrier and USAID in writing if any visible defect or discrepancy in the commodities exists, including but not limited to:

1. A broken seal or a seal discrepancy;
2. A shipment which is over, short, damaged, or contains torn bags, boxes or cases; or
3. A shipment with visible insect infestation or other apparent damage.

The Contractor will confirm such notifications in writing to USAID and USDA. The Contractor will also complete the consignee receipt immediately upon receipt of commodities and will immediately mail the receipt to USAID and USDA.

C. Instructions - Damaged commodities will be handled in accordance with instructions from USAID, at the carrier's or USAID's expense.

D. Liability - The Contractor shall not be liable to USAID for any damage reported to the carrier and USAID prior to placement of commodity on the warehouse floor. Subsequent to the placement of commodity on the warehouse floor, the contractor is responsible for the commodities.

RECEIPTS, STORAGE, AND CONDITION

A. Receipts

1. Commodities Accepted for Storage - Contractor, on receipt of commodities must issue non-negotiable warehouse receipts to USAID representing such commodities promptly upon completion of inspections. Such warehouse receipts must be issued by the Contractor on a form approved by USAID, for each lot of commodities stored. An electronic warehouse receipt for receiving, delivery and storage shall be acceptable.

B. Place and Manner of Storage, Lot Identity - The warehouse will store the commodities:

1. Only at a warehouse listed in the contract unless otherwise authorized in writing by USAID;
2. In such manner that lot identity is maintained to the extent that, when redelivery of any lot is ordered by USAID, the identical commodities deposited will be re-delivered.

C. Condition and Protection of Commodities - The Contractor will take all commercially reasonable steps necessary to preserve the condition of commodities and will follow good commercial practices in storing and maintaining the commodities. For purposes of contract service performance measurement, the measure of excellent performance is 100 percent re-delivery of commodities accepted for storage. A good level of performance is 99.99 percent re-delivery of commodities accepted for storage. A low level of performance is 99.98 percent re-delivery of commodities accepted for storage.

TARIFF REQUIREMENTS - TRANSIT TONNAGE - DEMURRAGE.

- A. Tariffs - If applicable, the Contractor must observe the carrier's lawful tariffs, rules, regulations, and loading and unloading requirements.
- B. Domestic or Local Rail and Truck Demurrage - If the Contractor knows or has cause to believe that demurrage charges may be incurred, the Contractor must immediately notify USAID in writing. The warehouse contractor will pay all demurrage charges associated with delivery or re-delivery of commodity, to the extent they bear responsibility for such charges.

RESPONSIBILITY FOR CONDITION OF WAREHOUSE AND PROTECTION OF COMMODITIES

- A. The Contractor must maintain the warehouse in a sound, clean condition and in accordance with the standards in this contract, take all commercially reasonable steps to keep it free of insects, rodents, birds, and other conditions which may adversely affect the condition of the commodities or their containers, including but not limited to fumigation which shall be reimbursed by USAID at cost.
- B. The Contractor must, in accordance with the standards in this contract, take all commercially reasonable steps to promptly detect any deterioration, insect infestation, rodent damage, mold, or any other condition which may adversely affect the condition of the commodities or their containers. Contractor will conduct daily inspections of cargo in the warehouse, provide ventilation as needed and order inspectors when necessary.
- C. If any of the conditions above are detected, the Contractor must notify USAID by telephone and confirm such notification in writing. Pending receipt of instructions from USAID, the Contractor must take all reasonable steps necessary to protect and preserve the affected commodities or their containers. In addition, the Contractor must ensure that no other USAID commodities are harmed through stowage or handling in the proximity of the affected commodities.
- D. Contractor shall fumigate the commodities as necessary or as determined to be necessary by inspection. All fumigation costs shall be reimbursed by USAID and shall be billed at cost.
- E. If loss or damage to the commodities occur for which the warehouse contractor is not liable, USAID will (upon written agreement) pay the Contractor for labor services performed at the request of the Contracting Officer and reimburse the Contractor for necessary, reasonable and allowable costs incurred in performing those services which are not included among the protective and preservative services ordinarily performed by the Contractor without additional charge.

LOST OR DAMAGED COMMODITIES

A. Liability - The warehouse contractor will be liable to USAID for loss or damage to commodities caused by the warehouse operator's failure to discharge promptly and properly the warehouse operator's obligations under this contract and by the failure of the warehouse operator to exercise such care in regard to commodities as a reasonable and prudent warehouse operator would exercise under like circumstances. The warehouse operator will not be liable for damages which could not have been avoided by the exercise of such care including damage resulting from (1) a pre-existing commodity condition, (2) a force majeure event, or (3) storage of the commodities beyond the natural deterioration period for the commodity in ideal warehouse conditions. Contractor shall be liable only for the actual amount of any loss in value.

B. Recondition – Contractor shall be given a reasonable opportunity to recondition and restore any lost or damaged commodities to a condition acceptable to USAID before any assessment of liability is made. Contractor shall request packaging (i.e. empty bags) for reconditioning as necessary. The contractor may repair damaged packaging in accordance with the USDA Notice to the Trade EOD-110.

C. Rejection of Damaged Commodities – The warehouse operator will maintain the commodities in a sound, undamaged condition and will deliver to PVOs or USAID the identical commodities received from CCC or USAID. The warehouse operator may be liable to USAID, at USAID's discretion, for any loss in value of such commodities from the time of delivery to the warehouse until the commodities are re-delivered to USAID or PVOs.

If USAID determines at any time that any quantity of commodities held by the warehouse operator is damaged or is in unsound condition, USAID may reject such commodities and the warehouse operator will be liable to USAID for the full value of the rejected commodities.

If USAID determines that any commodities are damaged, the warehouse operator will reimburse USAID an amount equal to the value of the commodities, or upon approval of USAID, may:

1. Recondition the damaged commodities and restore them to a condition acceptable to USAID except that the warehouse operator will be liable to USAID for any decrease in quantity or quality of such commodities; or

2. Sell or otherwise dispose of such damaged commodities and remit the proceeds of such disposition to USAID except the warehouse operator must pay USAID the difference between the proceeds from such disposition and the value of the commodities received from USAID for storage. All such dispositions shall be in accordance with local regulations and requirements. All government markings on both inner and outer containers must be completely obliterated prior to disposition with a permanent opaque paint, and all labels which bear such government markings must be removed. Any such markings so obliterated or removed must be overlaid or replaced with commercial labels.

Upon a determination by USAID that any commodities delivered to the warehouse operator by USAID in good order and are subsequently damaged due to contractor negligence, storage charges with respect to such damaged commodities will cease to accrue for the account of

USAID. Storage charges for the account of USAID will resume only upon the date such damaged commodities have been reconditioned or replaced in accordance with the above.

Notwithstanding any other provisions of this section, if USAID determines that the warehouse operator is not liable for the loss in value of damaged commodities:

1. The warehouse operator will remit the proceeds derived from any sale of such damaged commodities to USAID, and USAID will reimburse the warehouse operator for the expenses of such sale at the hourly rates negotiated, and,
2. Storage charges will continue to accrue for the account of USAID with respect to the damaged commodities until such time as the damaged commodities are sold or delivered in accordance with instructions issued by USAID.

D. Disposition

1. Contractor shall sell or otherwise dispose of rejected commodities. All dispositions shall be in accordance with National, State, and local regulations and requirements. All government markings on both inner and outer containers must be completely obliterated prior to disposition with a permanent opaque paint, and all labels which bear such government markings must be removed. Any such markings so obliterated or removed must be overlaid or replaced with commercial labels.

2. If Contractor is not liable for the loss or damage that caused USAID's rejection, then USAID will continue to pay storage charges until the commodities have been disposed of and USAID will be responsible for all costs associated with the disposition of the commodities. Any net proceeds of the disposition shall be remitted to USAID.

3. If Contractor is liable for the loss or damage that resulted in rejection, storage charges will cease to accrue upon rejection and Contractor will bear the costs of disposition.

II. LOADOUT OF COMMODITIES

A. In accordance with instructions issued by USAID, the Contractor must load out, or transfer, the identical commodities received from USAID, unless substitution has been approved by USAID. For commodities ordered loaded out by USAID, the Contractor must:

1. Load out such commodities as directed by USAID. The shipping instructions issued by USAID will allow the Contractor at least five (5) working days from the date of issuance of such instructions to begin load out and will provide for load out at a rate not to exceed that specified in accordance with the contractors proposed throughput capability. The Contractor is reminded of the carrier's opportunity and responsibility to inspect and reject commodities prior to taking receipt. The contractor will be responsible for all clearances to redeliver commodities to outbound conveyances or vessels. Shipments may be checked during load out under the supervision of a USAID representative, as provided in the shipping instructions. If commodities are stored in a warehouse or transit shed where the commodities are considered to be in an F.A.S. Vessel, Port of Shipment position, the

warehouse contractor is not responsible for further handling. The shipper's freight carrier has the responsibility for employing the stevedores and transferring the commodity from the warehouse floor to an F.A.S. position within reach of the ships tackle or over the vessel rail. Stevedoring services shall be billed to the freight carrier in accordance with the stevedoring rate listed under CLIN 6 of this contract. Carriers shall be "publically" notified of the USAID contracted stevedoring rate(s) applicable to the Pre-position warehouse commodities.

Any delay caused by the contractor's inability to place commodities in an F.O.B. Origin or F.A.S. Vessel, Port of Shipment position, resulting in a conveyance or vessel claim for detention or dead freight, will be for the account of the contractor. Any claims for detention or dead freight will be settled between the warehouse contractor and conveyance operators.

The term "F.O.B. origin," for purposes of this contract, means commodities will be handled by the warehouse contractor (taken from the warehouse floor and placed securely on-board a carrier's conveyance) and thereby commodities will be delivered to a shipper and their carrier. The designated point of free on board delivery shall be securely placed within the carriers conveyance at the warehouse door or loading dock. Under this contract these handling and loading services will be paid for by the government and reimbursed at the rate specified in this contract.

2. Provide notice of any delays as provided for above. USAID will not assess the warehouse contractor for damages or demurrage if USAID determines that the delay was without the fault of, and beyond the control of, the contractor.

B. Restrictions on Payment –

1. USAID will not pay for any service (including overtime, weekend, and holiday labor service) not specifically authorized by this Contract or in writing by USAID. Services not specifically authorized by this Contract will be performed only after USAID determines that such services are required and should be performed.

2. Nothing in this Contract authorizes or requires payment for services already paid for by USAID or any other 3rd party.

III. INSTRUCTIONS TO OFFERORS

1. General Instructions to Offerors

- a. Offerors shall submit proposals to the government that provide information relating to and encompassing the scope of work and evaluation factors.
- b. All proposal(s) are to be completed in accordance with the following format: Length of proposal not to exceed 15 written pages, excluding photographs and past performance

information. Photographs are limited to ten, and shall be no larger than 5 X 7 inches in size. Page dimensions to be 8,5" x 11".

- c. All questions regarding this solicitation must be sent in writing electronically and must be received by 10 AM on November 19, 2012. Questions to be sent to:
PVICINANZO@USAID.gov.

2. Delivery Instructions

- a. Proposals shall be received **on or before 1400 hours (Washington, D.C. local time) on or before December 10, 2012.**
- b. Proposal shall be submitted electronically to PVICINANZO@USAID.gov . Technical and Price proposals must be submitted as separate electronic documents.
- c. Late proposals will not be considered except in accordance with FAR and agency provisions.
- d. After proposals have been submitted, and during the U.S. Governments review of proposals, offerors may call (202) 567-4644 to determine the status of the procurement. The government expects to make an award around January 2013.
- e. The point of contact for this solicitation is Paul Vicinanza, Contracting Officer, Phone: 202-567-4644, Email: pvicinanzo@USAID.gov

3. Instructions for the Preparation of the Proposal

A. Technical Proposal

The Technical Proposal must be submitted electronically, clearly marked as a separate file from the Price proposal. Proposals shall provide a concise description of the methods in which the offeror intends to meet and accomplish the requirements as set forth in the scope of work. No contractual price information is to be included in the offeror's technical proposal.

The Technical proposal will be evaluated to determine the Offeror's understanding of the required services and the adequacy of the Offeror's approach to performing the work. The scope of work reflects the requirements and the objectives of the program. Merely repeating the scope of work without sufficient elaboration will not be acceptable.

The offeror shall include in their technical proposal the following:

1. The offeror must specify the proposed warehouse and port locations wherein warehousing services are to take place. Supply proposed warehouse size, number of loading bays, through-put capabilities, handling equipment, distance from appropriate port area, truck and rail services and other logistical abilities. Photograph's are required of the facility, inside and out. Proposals are to contain sufficient information and documentation (including copies of significant local licenses and insurance certificates) to signify the offeror's ability to accomplish the requirements set forth in the scope of work.
2. The proposal shall address the following questions:

- a. 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?
 - b. 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? Describe the rail service(s).
 - c. How many bays or doors are available for handling cargo directly from the rail siding or spur? What is the capacity through-put for rail car discharge (65 metric tons per/car) per business day?
 - d. How many bays or doors are available for door receipt or re-delivery via trucks or ocean containers? What is the truck or ocean container receipt or re-delivery throughput each day? (Use 18 metric tons per trailer or ocean container.)
 - e. How many ocean containers can be held/stored at the warehouse facility for loading or unloading?
 - f. 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? (if necessary provide two distances)
 - g. 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?
3. The offeror shall describe the availability of and frequency of steamship lines operating at the local port(s) on their normal trade routes.
 4. The offeror shall describe its labor relations (labor, truckers, stevedores, etc.) and labor availability information.
 5. The offeror shall propose key direct hire or agent personnel (for example- Project Manager, Warehouse Supervisor). Key Personnel are those individuals whose performance is considered critical to the success of the contract.
 - a. The proposed key personnel must be well qualified and have the requisite experience in the technical, managerial areas, and supervisory roles for which they are proposed. The Offeror must demonstrate how the qualifications and experiences of the proposed key personnel will contribute to the successful implementation of this project.
 - b. The Offeror must submit current resumes for all the proposed Key Personnel (Include in Annex to the technical proposal). The Offeror should also submit three (3) references, with contact information (including a day time phone number and email address), for each of the proposed key personnel.

- c. For each proposed Key Personnel the Offeror must include as part of its proposal a signed letter of commitment (Include in Annex to the technical proposal) confirming his/her present intention to serve in the position he/she is proposed for immediately upon award and his/her availability to serve for the term of the prospective contract.
6. Offerors shall complete and submit the solicitation Past Performance Attachment. Offerors shall submit past performance information of the prime and major sub-contractor(s), warehouse and key personnel in handling, protection and storage of food aid or similar commodities.

The offeror should submit any additional evidence of responsibility necessary for the Contracting Officer to make a determination of responsibility. The information submitted should substantiate that the offeror:

- a. Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
- b. Has a satisfactory record of performance;
- c. Has a satisfactory record of integrity and business ethics; and
- d. Is otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. EEO)

B. Price Proposal

1. Pricing Offers shall include a detailed price application that includes the following line items, (**Offerors to submit pricing information in Table 1**):
 - a. Storage Rate: An inclusive rate for warehouse storage that includes all labor, management, resources, equipment, warehouse maintenance, upkeep and others costs associated with holding food aid commodities – Rate to be quoted per net metric ton / per day: \$_____
 - b. Rail Car Stripping Rate: The rate for stripping cargo from a railcar placed at the warehouse siding and moved to a position on the warehouse floor. The rate is to be quoted per net metric ton: \$_____ .
 - c. Container/Trailer Stripping/Stripping Rate: The rate for truck/container conveyance unloading or loading at the warehouse door (door to floor or floor to door) for a 20'/40'/48'/53' foot (or equivalent) conveyance. The rate to be quoted per net metric ton: \$_____
 - d. Container/Trailer Drayage Rate: The rate to dray a container/trailer (or equivalent) 20'/40'/48'/53' foot conveyance to the closest deep water berth for breakbulk cargo (F.A.S. vessel) and/or container yard (CY), for vessel load out (provide name of terminal/facility). The rate is to be quoted per net metric ton: \$_____per equivalent unit size.

- e. Container/Trailer Drayage Rate : The rate to dray a container/trailer (or equivalent) 20'/40'/48'/53' foot conveyance to other local or regional deep water berths for vessel loading (F.A.S vessel) and/or container yard (CY). The rate is to be quoted per net metric ton: \$____ per equivalent unit size. (Provide rates for named berths or terminals.)
- f. Stevedoring/Vessel Loading: If the warehouse facility and USAID commodities are considered to be in an F.A.S. vessel position, provide a rate for loading a breakbulk vessel. The rate is to be quoted per net metric ton: : \$____
- g. Reconstitution of Damaged Commodity: The rate to repair, re-bag or re-box sound commodity in order to continue use of the product. The rate is to be quoted per net metric ton: \$____
- h. Storage of Empty Cartons, Bundles or Pallets: The rate is to be quoted per net metric ton/per day: \$____

Proposals shall include base year period and all option year(s) for pricing each Contract Line Item.

Fumigation and other general services shall be reimbursed by USAID at actual service vendor market price.

2. The Storage Rate (per net metric ton) 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: The Government will perform a Price/technical tradeoff to determine which proposal represents the “best value” to the government, price and other factors included. “Best Value” is defined as the offer that results in the most advantageous acquisition decision for the Government. The Government reserves the right to make an award to other than the lowest priced Offeror, if the Contracting Officer determines that to do so would result in the best value to the Government. The Technical factors including Past Performance are more important than price in determining the best value for the government.

[Note: USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.]

IV. EVALUATION CRITERIA

Proposals shall 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. Offerors shall provide the government with their proposal and contract rates, calculations and estimates for what is described in the SOW.

A. Technical Proposal

1. USAID will evaluate the accuracy and reasonableness of offeror's responses to the questions in Section III.A(2). For instance, USAID will evaluate the metric tons of food aid commodities stored in offeror's warehouse facility using the USAID Commodity Reference Guide as a basis.
2. USAID will evaluate the suitability of offeror's technical plan of operations for the task, condition, location, resources and throughput capability of proposed warehouse and port area. It will also evaluate the throughput and handling capability to un-stuff railcars and stuff containers. In addition, USAID will evaluate information systems, information personnel, reporting capabilities. Offeror's basic plan of operations and condition of equipment including local infrastructure to be applied in the performance of the contract will be evaluated.
3. USAID shall evaluate the qualifications of offeror's proposed key personnel. USAID will evaluate the qualifications and experiences of the proposed key personnel in contributing to the successful implementation of this project.
4. Past performance will be evaluated on offeror's and its major sub-contractor's ability to demonstrate timeliness of performance in handling, protecting and storage of food aid or similar commodities. USAID will also evaluate offeror's effectiveness in handling food aid or similar commodities.

B. Price Proposal

- . Pricing for the warehouse location in U.S. Gulf region specified in the Scope of Work will be evaluated for price reasonableness and completeness. The Base period and all Option years will be evaluated.
 - a) The pricing evaluation will include a compilation of the rates including the base period and all option years.
 - b) The government will include an evaluation of the inland and the ocean freight charges during our price evaluation.

Pricing submission shall be supplied on the Pricing Table 1 (provided as an attachment) include each line item for each year of the contract.