



**U.S. Agency for International Development
Bureau for Management
Office of Procurement
Washington, D.C. 20523**

Issuing Date: December 31, 2007

Closing Date: January 31, 2008

REFERENCE: Total Small Business Set-aside

SUBJECT: Request for Proposal (RFP) No. M/OAA/GRO/EGAS/08-134
Freight Forwarding / Vessel Chartering Services.

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals to provide the services described in the attached pages. USAID estimates that one contract will be awarded to a small business concern as a result of this solicitation.

To this end, USAID is issuing this Request for Proposals (RFP), which consists of this cover letter, Standard Form 33 with accompanying sections, and Attachments. "Accompanying sections and Attachments" are as follows: Sections B - I for the anticipated contract, and one Section J, K, L, and M covering this solicitation.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal.

This RFP can be viewed and downloaded from the Internet at Worldwide Web address "<http://www.fedbizopps.gov>". USAID bears no responsibility for data errors resulting from the transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same Internet site from which you downloaded the solicitation. You are therefore advised to regularly check the www.fedbizopps.gov site for amendments.

The NAICS code for this solicitation is 488510.

Parties interested in submitting a proposal for this contract must prepare proposals in accordance with the directions found in **Section L** of the solicitation.

Offers are due no later than 11:00 am eastern time on January 31, 2008.

ADDRESS ALL OFFERS TO:

BY HAND

Agency for International Development
Office of Acquisition and Assistance
M/OAA/GRO/EGAS, Room 7.09-78
Ronald Reagan Building
1300 Pennsylvania Avenue
Washington, D.C. 20523
USAID Visitor's Desk
Enter at the 14th Street Lobby Only
Attn: RFP No. M/OAA/GRO/EGAS/08-134
Contact: Ms. Beatrice Condé

BY MAIL

Agency for International Development
Office of Acquisition and Assistance
Ronald Reagan Building
1300 Pennsylvania Avenue
M/OAA/GRO/EGAS, Room 7.09-78
Washington, D.C. 20523
Attn: RFP No. M/OAA/GRO/EGAS/08-134
Attn: Ms. Beatrice Condé

When submitting proposals, offerors should take into consideration the significant delays in mail delivery since the September 11th attacks. Offerors are solely responsible for ensuring timely delivery to USAID. Prospective offerors should particularly note Section L - Instructions, Conditions, and Notices to Offerors of the attached solicitation.

Any questions regarding this RFP may be directed to Ms. Beatrice Condé at (202) 712-1299 or bconde@usaid.gov. Questions must be submitted via internet e-mail by January 10, 2008 by 11:00 a.m. EST. No questions will be accepted after this date. All questions will be posted at www.FedBizopps.gov.

Sincerely,

Marjan A. Zanganeh
Contracting Officer
Office of Acquisition and Assistance

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF 1	PAGES 62
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2. CONTRACT NUMBER	3. SOLICITATION NUMBER M/OAA/GRO/EGAS-08-134	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF ACQUISITION AND ASSISTANCE M/OAA/GRO/EGAS RRB 7.09-078 1300 PENNSYLVANIA, NW. WASHINGTON, DC 20523	8. ADDRESS OFFER TO (If other than Item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and (See Section L) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in (Block 8) until 11:00 A.M. EST local time January 31, 2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Beatrice Conde	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-712-1299	C. E-MAIL ADDRESS bconde@usaid.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print) Marjan Zanganeh Contracting Officer	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide freight forwarding, vessel chartering and other logistical services for shipments of commodities in the form of food donation assistance to developing countries. Such commodities will consist of either bulk grains or packaged agricultural products. The required services will be generally limited to USAID transportation contracts under the PL 480 Title II program. However, Contractor may also be required to provide such services for cargoes stemming from the programs listed in Section C.

B.2 CONTRACT TYPE

This is a Requirements contract for freight forwarding, vessel chartering and other logistical services.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

This is a no cost contract.

B.4 PRICE SCHEDULE

The required services are to be performed by the Contractor or any subcontractor (herein after referred to as "Contractor") without monetary compensation from the US Agency for International Development (USAID). However, the Contractor is to receive commissions directly from vessel owners as dictated below.

Total commissions or other remuneration received on U.S. and foreign flag charters and liner bookings by all parties as a result of this contract shall not exceed two and one-half percent (2-1/2%) of the gross freight. Should the vessel's services be offered through an owner's broker/agent, Contractor is to receive two-thirds (2/3) of two and one-half percent (2-1/2 %) and the owner's broker/agent is to receive one-third (1/3) of two and one-half percent (2-1/2 %). Said commission is to be payable by vessel owner, vessel lost or not lost. The Contractor must ensure that all freight tariffs and charter rates reflect a maximum two and one-half percent (2-1/2 %) commission.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

INTRODUCTION

A. Background

Since June 1985, USAID has shared responsibility with the United States Department of Agriculture (USDA) in the administration and shipment of commodities under the Public Law 480 (P.L. 480) Title II food donation program. In addition, the Agricultural Trade and Assistance Act of 1954, as amended by Public Law 101-624, Agricultural Trade Development Act authorized the establishment of a revised Title III program of food donation assistance to least developed countries. An Executive Order dated February 25, 1991 transferred to USAID the responsibility to implement Titles II and III of the Act. USAID is therefore to administer all freight forwarding and vessel chartering responsibilities for the Title III program, for the bilateral portion of the Title II program, as well as for Private Volunteer Organizations (PVOs) that request this service be performed by USAID and those PVOs with unsigned agreements. The Transportation Division within the Office of Acquisition and Assistance (M/OAA/T) is the principal office within USAID responsible for the administration of this activity.

The Title III program is currently unfunded, though may regain funding during the life of this contract. As such, it is likely that services rendered under this contract will be limited to cargoes stemming from the Title II program. However, USAID may also require Contractor to provide freight forwarding, vessel chartering, and other logistical services for additional cargoes consisting of bulk grains, packaged agricultural products and/or humanitarian equipment stemming from additional programs discussed below.

B. Title II

The transportation element of the PL 480, Title II program is financed by the Commodity Credit Corporation/USDA and administered by USAID in accordance with USAID Regulation 11, 22 CFR Part 211. This program provides emergency food shipments in the form of bulk grains and processed, packaged commodities to various countries beyond the regular programmed shipments being made by the World Food Program and by the PVO community. Over fiscal year 2006, a total of 167,631 metric tons of food aid was booked for both liner and charter shipments under the Title II program with a total freight cost of \$26,796,805. Without guarantee, it is expected that the tonnage programmed for Fiscal Year 2008 for the government-to-government portion of the Title II volumes should approach the same as the FY 2006 levels.

C. Title III

The Title III program, as amended by the Act, replaces Section 206 of the old P.L. 480 Title II program. This program, as legislated, provides for the utilization of program sources to promote, through commodity and local currency use, the privatization of food and agricultural systems in least developed countries. This program is currently unfunded.

D. Section 416(b)

Section 416(b) of the Agricultural Act of 1949 was amended most recently in the 1985 Farm Bill. This program authorized the Commodity Credit Corporation (CCC), an agency and instrumentality of the U.S. Department of Agriculture, to donate surplus agricultural commodities to developing countries. Currently, USDA's Foreign Agricultural Service oversees the transportation of commodities under this program.

E. Food for Progress

The Food for Progress Act of 1985 authorized the donation of, but not limited to, surplus commodities to support emerging democracies to expand free enterprise elements in their agricultural economies. Currently, USDA's Foreign Agricultural Service oversees the transportation of commodities under this program.

F. Office of Foreign Disaster Assistance (OFDA)

USAID's Bureau of Democracy, Conflict, Humanitarian Response's Office of Foreign Disaster Assistance provides humanitarian aid in rapid response to global emergencies. M/OAA/T provides transportation and logistical services for the Office of Foreign Disaster Assistance. Subject to change, it is currently the intention of USAID not to require services under this contract in support of OFDA operations.

G. Other U.S. Government Entities

When necessary, Contractor may be required to provide transportation and logistical services under USAID interagency agreements with other U.S. Government entities.

OBJECTIVE

The objective of this contract is to acquire the services of a Contractor to perform freight forwarding, vessel chartering, and other logistical services under the aforementioned programs as well as other humanitarian aid programs as necessary and in accordance with USAID Regulation II, 22 CFR Part 211. (See Section J)

SCOPE OF WORK

In performance of this contract, the Contractor shall provide freight forwarding, vessel chartering, and other logistical services.

A. Procurement of Freight – Packaged: For packaged agricultural products, Contractor is to assist in the procurement of freight as follows:

Contractor will monitor the Food Aid Request Entry System (FARES) for upcoming commodity requests, noting the progression of each request through the various stages of approvals. In addition, Contractor may be requested to initiate entries in FARES as directed by USAID. On a monthly basis, USDA's Kansas City Commodity Office (KCCO) will list all cargoes which have received the necessary approvals in FARES and, as such, are due to be procured under the following monthly invitation. This information will be depicted within the Freight Bid Entry System (FBES). Contractor is to review the commodities within the FBES invitation list and ensure that they correspond to commodity requests as detailed in FARES.

Contractor is to provide USAID with a draft freight solicitation which shall include the following information:

- Solicitation number;
- Cargo type and quantity in metric tons
- Coastal load range(s) if specified
- Discharge port(s);
- Tonnage tolerance as agreed to by USDA;
- Loading and discharging terms;
- Vessel gear requirements;
- Loading / delivery dates;
- Any other applicable terms as directed by USAID.

Upon issuance of the invitation by USDA and approval of the freight solicitation by USAID, the Contractor shall release the freight solicitation electronically to the USAID Internet Bulletin Board for posting and to news sources such as TNT Ticker, OsterDowJones and Reuters. Upon closing of the solicitation, the corresponding freight offers will be collected by FBES and posted within the system. Contractor is to review freight offers and ensure that offers are technically acceptable according to the terms of the freight solicitation. Should the possibility exist that an offer is technically unacceptable, Contractor is to alert USAID M/OAA/T as soon as possible and, if deemed necessary, advise vessel owner of the need to correct their offer. USDA will subsequently post the invitation award results via the Steamship Line Report and Award Summary in FBES. Contractor is to review the award results and advise USAID M/OAA/T in the case that posted award information does not correspond to the terms of the freight offer and solicitation.

After USAID makes program and cargo preference decisions, Contractor is to provide the successful vessel owners (carriers) with a freight booking confirmation reflecting contract terms and subject to final approval by USAID and USDA. For cargoes booked on U.S. flag vessels, USAID will liaison with the U.S. Maritime Administration (MARAD) concerning the preparation and issuance of fair and reasonable guideline rates. Contractor is to advise vessel owner of any reduction necessary to meet the issued guideline rate and is to receive vessel owner's concurrence to the reduction. Upon receipt of final USAID and USDA approval, Contractor is to provide the vessel owner with a completed booking note for signature. The booking note is to be reflective of the terms and conditions of the freight solicitation and in accordance with the U.S. Food Aid Booking Note for Packaged Commodities, dated May 1, 2004. Upon signature by vessel owner, Contractor is to ensure that the booking note is forwarded to USAID for countersignature by the responsible USAID Contracting Officer. USAID will return a fully-executed copy to contractor for subsequent dispatch to vessel owner.

B. Procurement of Freight - Bulk: For bulk products, Contractor is to assist in the procurement of freight as follows:

Contractor will monitor the Food Aid Request Entry System (FARES) for upcoming commodity requests, noting the progression of each request through the various stages of approvals. In addition, Contractor may be requested to initiate entries in FARES as directed by USAID. Once cargoes receive the necessary approvals in FARES, Contractor is to communicate with USAID and USDA for the purpose of scheduling necessary dates for issuance and closing of the freight solicitation, as well as appropriate laydays in order to meet the necessary delivery schedule. Upon conclusion of these discussions, USDA will provide Contractor with a Call Forward document.

Contractor is to provide USAID with a draft freight solicitation which shall include the following information:

- Solicitation number;
- Cargo type and quantity in metric tons;

- Coastal load range(s) if specified;
- Discharge port(s);
- Tonnage tolerance as agreed to by USDA;
- Loading and discharging terms;
- Vessel gear requirements;
- Loading / delivery dates;
- Any other applicable terms as directed by USAID.

Upon issuance of the invitation by USDA and approval of the freight solicitation by USAID, the Contractor shall release the solicitation electronically to the USAID Internet Bulletin Board for posting and to news sources such as TNT Ticker, OsterDowJones and Reuters. Upon closing of the solicitation, the corresponding freight offers will be collected by Contractor and emailed to USAID and USDA. In addition, Contractor is to provide USAID and USDA with a recap of all offers received. Contractor is to review freight offers and ensure that offers are technically acceptable according to the terms of the freight solicitation. Should the possibility exist that an offer is technically unacceptable, Contractor is to alert USAID M/OAA/T as soon as possible and, if deemed necessary, advise vessel owner of the need to correct their offer.

After USAID makes program and cargo preference decisions, Contractor is to provide the successful vessel owners (carriers) with a freight fixture confirmation reflecting contract terms and subject to final approval by USAID and USDA. For cargoes booked on U.S. flag vessels, USAID will liaison with the U.S. Maritime Administration (MARAD) concerning the preparation and issuance of fair and reasonable rates. Contractor is to advise vessel owner of any reduction necessary to meet the issued guideline rate and is to receive vessel owner's concurrence to the reduction. Upon receipt of final USAID and USDA approval, Contractor is to provide the vessel owner with a completed charter party for signature. The charter party is to be reflective of the terms and conditions of the freight solicitation and in accordance with the applicable USAID proforma charter party. Upon signature by vessel owner, Contractor is to ensure that the charter party is forwarded to USAID for countersignature by the responsible USAID Contracting Officer. USAID will return a fully-executed copy to contractor for subsequent dispatch to vessel owner.

C. Coordination: For all cargoes, Contractor is to coordinate with the appropriate offices within USAID and USDA to ensure the continuous flow of commodities within the prescribed timeframe. This includes both verbal and written communications, as well as coordination through established online systems such as the Food Aid Request Entry System (FARES) and the Freight Bid Entry System (FBES). Contractor may also be required to provide shipment status updates and other pertinent information to various cargo receivers, including PVOs, NGOs and IGOs. In addition, Contractor is to provide the following parties with pertinent fixture details upon final freight award:

1. USAID Internet Bulletin Board.
2. USDA/KCCO.
3. U.S. Maritime Administration (U.S. flag vessels only).
4. Additional news sources or other acceptable advertising medium.

D. Documentation: Contractor is responsible for ensuring that all freight documentation related to the commodity movement from the point where cargo is made available for shipment to the port of discharge or final inland destination, as appropriate, is properly reviewed, issued, distributed and compiled. This shall include, but not necessarily be limited to, such documents as charter parties, booking notes, bills of lading, export declarations, export certifications for commodities, overage/shortage and damage/claim reports as follows:

1. Assuring that all charter parties and booking notes are prepared, reviewed as to correctness, signed by the vessel owner and submitted to USAID for approval and signature.
2. Where required, requesting and ensuring that a Phytosanitary Certificate is issued by the Animal Plan and Health Inspection Service (USDA/AAPHIS) and distribute as appropriate.
3. Whenever necessary (i.e., for animal products), ensuring that a Sanitary Certificate is issued by the Animal Plan and Health Inspection Service (USDA/AAPHIS) and distribute as appropriate.
4. Electronically preparing the Shipper's Export Declaration, as per Department of Commerce's instructions and issuing within the required time frame.
5. Coordinate with the vessel owner to produce the ocean bills of lading (OBLs), stamped "on board," to be signed and dated by the vessel owner or its authorized agent. The Contractor shall be responsible for verifying all vessel lifting data, and for ensuring that the vessel name, flag registration, and quantities/tonnages are correct, as evidenced by supporting documents. The Contractor shall distribute OBLs to overseas consignees and as directed by USAID. All OBLs must be freighted.
6. Submit vessel lifting information and discharge dates to USDA for use in coordinating outturn surveys pursuant to USAID regulations (lifting wire).
7. Monitoring the flow of documentation related to any the domestic inland transit for packaged commodities. The Contractor shall be responsible for evaluating the shipper's count versus the receiver's tallies, and accounting for losses due to railroad handling or stevedoring losses.
8. The Contractor will complete and forward over, short, and damage/claim reports (form KC-366) to USDA/KCCO. The KC-366 (Shipment Information Log) must be completed on a shipment-by-shipment basis and detail railcar, truck or container information from inland bills of lading, dock receipts, and over, short, and damage reports. This reconciled document shall be forwarded to USDA/KCCO along with signed copies of Notices to Deliver, OBLs, and the charter party or booking note as soon as possible upon receipt of necessary documentation.

E. Railcars: If necessary, Contractor may be required to call forward railcars within the port area and coordinate cargo unloading (at the pier designated by the vessel owner) with port authorities and the ship's agent to assure the smooth and timely flow of cargo to the vessel with appropriate follow-up documentation. KCCO will continue to issue shipper's instructions, coordinate inland cargo movement to the port, and act as liaison between Contractor and the commodity supplier.

F. Inspections: Contractor is to coordinate in the arrangement of cargo inspections as directed by USAID.

G. Freight Payment Documentation: The Contractor shall obtain from the vessel owners, or their appointed agents, a fully completed Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal (See Section J), supported by the following documents: certified and rated onboard bill of lading(s) with standard certification; signed copy of the charter party or booking note and any addenda thereto; a certified copy of tariff page with tariff page certification on packaged cargoes; copies of Contractor's paid commission invoice; signed copies of the weight certificate and the vessel hold inspection certificate; vessel inspection certificate issued by National Cargo Bureau; and container inspection and/or fumigation certificates, where required. The documentation shall also include notice of the vessel's arrival at the first port of discharge. Prior to submitting the required ocean freight payment documentation to USAID, the Contractor shall review documentation and ensure that all the certifications have been made, all the documents have been furnished, and that the vessel owners have fulfilled all the requirements as mandated by the covering charter party or liner booking note. The foregoing documentation shall be submitted to USAID within 2 working days after the Contractor's receipt thereof, for USAID's approval and transmittal for payment.

H. Agents: Contractor is to coordinate with cargo agents in the ports of discharge and/or destination countries as required.

I. Claims: If required, the Contractor shall assist USAID and the KCCO Claims and Collections Division in settling cargo/vessel claims, as directed by USAID.

J. Laytime Analysis: For any bulk cargoes in which the ocean freight is contracted basis Free Out discharge terms, contractor is to collect from the vessel owner copy of the relevant statement of facts, notice of readiness to discharge and owner's laytime statement. Contractor is to review said laytime statement and advise USAID as to its accuracy.

K. Preposition Commodities: USAID prepositions packaged commodities in two warehouses located in Jacinto, Texas, and Djibouti. Contractor may be required to provide additional logistical services related to these cargoes, including assistance in arranging for phytosanitary documentation, without cost to the Government.

L. Reporting Requirements: With reference to above, the Contractor shall maintain and continuously update a computerized reports and data management system, which is capable of producing reports described below. The terms and conditions of Alternate III of the clause of this contract entitled "Rights in Data - General, (FAR 52.227-14) apply to the reports and data management system. At the expiration of this contract, the Contractor shall deliver to USAID all of the data included in the reports and data management system in a CD or DVD format compatible with USAID systems.

1. Vessel Charter Party Fixture/Booking Note Report - This report shall be a summary of the booking arrangements made by the Contractor for each cargo movement. The report shall list the relevant terms of the booking, including, but not necessarily limited to, Transfer Authorization (TA), commodity, vessel name, tonnage, packaging load/discharge ports and dates, USAID program sponsor, and destination country by USAID geographical world areas (Africa (AFR), Latin America and the Caribbean (LAC), Eastern Europe (EE or EUR), Central Asia and the Near East.

2. Daily Vessel Status Report - Updated daily, this report shall contain a summary of cargo currently in the market awaiting fixture, cargoes being loaded, discharged, in-transit, and booked cargoes. This report shall contain basic fixture information and relevant changes, such as vessel substitutions and loading or discharge dates updates, etc.

3. Commission Report - This report shall summarize the Contractor's commissions received up to the date that the report is prepared. This report shall reflect cargo description and tonnage, ocean freight revenue, commission fee paid, and amounts of commissions, if any, shared with other freight forwarders, agents or brokers.

4. Cargo Preference Report/Destination - This report shall monitor U.S. Government cargo preference requirements for the shipment of USAID cargoes made by the Contractor. This report shall contain an analytical profile of U.S. and foreign flag cargo preference data for each specific country participant, and on a worldwide grand total basis. The report shall include cargo description and tonnage, referenced by the Contractor's shipment number, freight rate, and freight revenue figures, and U.S./foreign flag percentages and participation in various categories of commodities.

5. Composite Status Report - This report shall summarize each cargo booking by TA, Contractor's Reference No. (assigned to all shipments), along with USAID's Acquisition and Assistance number and shall consist of a one-line entry per shipment covering USAID contract

number, USAID Transfer Authority No., vessel name , commodity description and packaging, tonnage, booked freight rate, load/discharge port, USAID destination country, and vessel loading status.

6. Contractor Booked Rate Summary - The purpose of this report is to account for ocean freight differentials and freight savings for each shipment. Data to be entered are: U.S. and foreign flag rates, commodity and packaging, vessel owner offered/booked rate, actual freight cost, U.S. flag differential cost, and freight savings.

The Contractor shall provide USAID with direct access to download these reports from the Contractor's database.

M. The Contractor shall perform the booking and chartering functions under this contract in an office located within 30 miles of Washington, D.C. to facilitate contract management and implementation.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING POLICY

Markings under this contract shall comply with the USAID “Graphic Standards Manual available at www.usaid.gov/branding <<http://www.usaid.gov/branding>> or any successor branding policy.

D.3 BRANDING STRATEGY

- (a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.
- (b) The Contractor shall develop a broad branding implementation plan (BIP) and Marking Plan (MP) for this contract to describe how the program deliverables will be branded.

Program Name : Freight Forwarding / Vessel Chartering Services

Branding : The branding shall incorporate the message that the assistance is "from the American People and by USAID"

Desired Level of : USAID identity must be prominently displayed in:

Visibility	commodities or equipment; infrastructure projects; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; and events.
Organizations to Be Acknowledged	: The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The MP shall enumerate all of the public communications, commodities, infrastructure projects, program materials, events, deliverables, and other items that will be marked with the USAID identity or brand.

The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the contracting officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. The contractor will clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the contractor is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policy.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place within the Washington D.C. metro or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.2 52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

E.3 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____
[insert Contractor's name] furnished the supplies or services called for by Contract No.
_____ via _____ [Carrier] on _____
[identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STOP-WORK ORDER	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is two base years with three one-year options.

F.3 PERFORMANCE STANDARDS

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

F.4 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Title	Name
1. Overall Project Manager	
2. Cargo Booking & Freight Forwarding Manager	
3. Charter Manager	

A (1) 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 experience in the management of ocean freight services for agricultural commodities.

A (2) Cargo Booking & Freight Forwarding Manager - The Contractor shall provide a full-time Cargo Booking and Freight Forwarding Manager, who shall be stationed at the Contractor's Washington, D.C. Metropolitan area office. The Cargo Booking and Freight Forwarding Manager shall have at least three (3) years experience in freight forwarding and booking services.

A (3) Charter Manager - The Contractor shall provide a full-time Charter Manager who shall be responsible for ensuring that all bulk grain and liquid charters meet the criteria required to carry out a successful voyage, including but not limited to the following: (a) preparation of the freight solicitation for the proper vessel considering commodity type and discharge port(s); (b) cargo tonnage, commodity, load

and discharge port(s) are described in accordance with customary tolerances terms and laydays; (c)negotiation of proper deviation costs, if required; (d)regular tracking and reporting of vessel's itinerary and estimated times of arrival/departures; (e)negotiation of general average, if necessary. The Charter Manager shall have at least five (5) years experience in charter management.

B. All key personnel shall be required to submit a "Procurement Integrity Certification for all Procurement Officials" to the Contracting Officer before commencing performance under this contract and shall be required to comply with Subsection 27(a), (b) and (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended.

C. 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 Cognizant Technical Officer 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.

D. Other Non-Clerical Personnel: The Contractor shall provide other non-clerical personnel, who are experienced in forwarding, booking and chartering the delivery of ocean commodities as necessary for full, complete and effective performance of this contract. Such personnel shall have at least one full year experience in freight forwarding and booking services.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

US Agency for International Development
Office of Acquisition and Assistance
M/OAA/GRO/EGAS
RRB 7.09-070
1300 Pennsylvania Ave, NW
Washington, DC 20523

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer will be appointed at the time of award.

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic(s) code for procurement of goods and services under this contract are: 000.

H.3 LOGISTIC SUPPORT

The Contractor shall be responsible for all logistic support.

H.4 LICENSING REQUIREMENTS

The Contractor must be accredited or authorized to act as a licensed freight forwarder or be associated with a licensed freight forwarder through a subcontract relationship. Offerors are to provide copy of the freight forwarding license along with their proposal.

H.5 LIMITATION ON OTHER NON-CONTRACT ACTIVITIES

In accordance with Section 407.d.3. of the Agricultural Trade Development & Assistance Act of 1954, as amended, the Contractor, or any subcontractor associated with this procurement of ocean transportation, or ocean transportation related services, as defined in Section 407.c.4. of the Act, are prohibited from representing any foreign government during the period of this contract. In addition, the Contractor or any subcontractor must relinquish all vessel owners' representation during the period of this contract.

END OF SECTION H

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1984
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	FEB 2007
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-18	ORDERING	OCT 1995
52.216-21	REQUIREMENTS ALTERNATE I (APR 1984)	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUN 2007
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.227-14	RIGHTS IN DATA – GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7006	NOTICES	APR 1984
752.7025	APPROVALS	APR 1984

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the

“Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (iii) Alternate II (OCT 1998) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

(ii) Alternate I (JAN 2004) of 52.225-3.

(iii) Alternate II (JAN 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

(28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

This statement is for information only. It is not a Wage Determination.

EMPLOYEE CLASS

MONETARY WAGE – FRINGE BENEFITS

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A.

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this clause--

Commercial item has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appendix 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.6 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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 to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

I.7 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of

the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

I.8 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Please contact Beatrice Condé via e-mail at :bconde@usaid.gov to receive electronic files of any of items J5 – J11. Item J-1 through J-4 are attached.

- ATTACHMENT J-1 Identification of Principal Geographic Code Numbers (attached)
- ATTACHMENT J-2 USAID FORM 1420-17 – Contractor Biographical Data Sheet (attached)
- ATTACHMENT J-3 SF LLL – Disclosure of Lobbying Activities (Attached)
- ATTACHMENT J-4 ** Cargo Booking Confirmation (Attached)
- ATTACHMENT J-5 USAID Reg 11 (22 CFR Part 211) – included in RFP
This document may also be downloaded at http://www.usaid.gov/hum_response/ffp/reg11p.htm
- ATTACHMENT J-6 ** Notice of Commodity Availability
- ATTACHMENT J-7 Standard Charter Party
- ATTACHMENT J-8 ** Export Certification for Title II Commodities (USDA form KC 156)
- ATTACHMENT J-9 ** Shipment Information Log (USDA form KC-336)
- ATTACHMENT J-10 Public Voucher for Purchases and Services Other Than Personal SF1034
- ATTACHMENT J-11 ** Shipper's Export Declaration (USDC form 7525-V-ALT)

END OF SECTION J

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

**K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL
ITEMS (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>, additionally, offeror shall make clear reference in their proposal that the aforementioned electronic data has been submitted. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code number: 488510.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified ,on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions(31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI
END PRODUCTS:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website. (2) The offeror has 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 -----.

[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

K.2 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.3 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street	Name and address of owner and
(street address, city, state,	operator of the plant or facility
county, code)	if other than offeror or respondent
-----	-----
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
-----	-----

K.4 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

(III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.8 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.9 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and agrees to the terms and conditions set forth therein; or has the following exceptions (continue on a separate attachment page, if necessary):

K.10 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has has not submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.11 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
Offer/Proposal No. _____
Date of Offer _____
Name of Offeror _____
Typed Name and Title _____
Signature _____ Date _____

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<<http://arnet.gov/far/>> (FAR) <<http://www.usaid.gov/pubs/ads/300/aidar.pdf>> (AIDAR; a Word version of the AIDAR is also available at <<http://www.usaid.gov/pubs/ads/300>>)

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.212-1	CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be

rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Ms. Marjan Zanganeh - email address: mzanganeh@usaid.gov
U.S. Agency for International Development
Office of Acquisition and Assistance
Ronald Reagan Building
M/OAA/GRO/EGAS, Room 7.09-070
1300 Pennsylvania Ave, NW
Washington, DC 20523

Mailing Address:

Ms. Marjan Zanganeh - email address: mzanganeh@usaid.gov
U.S. Agency for International Development
Office of Acquisition and Assistance
Ronald Reagan Building
M/OAA/GRO/EGAS, Room 7.09-070
1300 Pennsylvania Ave, NW
Washington, DC 20523

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 GENERAL INFORMATION

a) Award. It is anticipated that the Government will award one contract under this solicitation.

b) Freedom of Information Act of 1981. Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

1. Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.

2. Information properly classified or administratively controlled by the Government.

3. Information specifically exempted from disclosure under the Freedom of Information Act.

Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

c) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.

d) The Offeror shall follow the instructions contained in this RFP and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

e) Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S. C. 1001.

f) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

g) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

The evaluation board will consider any failure to conform to these instructions and rules and of any attempt to evade these specifications and rules on the basis of technicalities as indications of the kind of behavior that it may expect from the offeror during contract performance. The board will take this into account when making its evaluation. If an offeror does not understand these instructions, then it should write to the Beatrice Condé at: bconde@usaid.gov or the Contracting Officer for clarification sufficiently in advance of the deadline for questions, which is no later than 11:00 a.m. EST on January 10, 2008 to get an answer in time to meet the deadline for the receipt of proposals.

h) Government Obligation. The US Government is not obligated to make an award or pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.5 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

a) Technical proposals must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M/OAA/GRO/EGAS-08-134
Freight Forwarding and Vessel Services
Technical Proposal

b) Each offeror must submit by the deadline an electronic copy, an original and four (4) hard copies of their proposal which shall include the following information in response to this Request for Proposals in strict accordance with the following instructions:

1. The Offeror is required to submit a Program Management Plan responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation.
2. The Offeror is required to submit a Program Support Plan responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation.
3. The Offeror is required to submit Personnel Information responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation. This information shall include a resume and Contractor Employee Biographical Data Sheet (USAID Form 1420 - 17) for all proposed personnel. USAID envisions that each offeror will determine for itself what is required to best perform the tasks set forth in the Statement of Work. The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

[Note: The offeror's Technical Proposal must separate the information set forth above (i.e., the Program Management Plan, Program Support Plan, and Personnel Information) under separate tab dividers. This information required in Items 1-3 shall be limited to thirty (30) pages (excluding any attachments, graphs, charts, etc.). Offerors shall use only 8.5 inch by 11 inch, single-spaced pages and number each page consecutively. No smaller than 11-pitch type may be used.]

4. The Offeror is required to submit Past Performance Information responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation. Past performance information shall be provided for the offeror and each proposed subcontractor. The past performance information shall be submitted in accordance with the following:

- a) For the offeror and each proposed subcontractor, list five to ten (5-10) past or current contracts for efforts similar to this requirement. The proposal should include past performance information demonstrating experience in both booking note and charter contracts. The list shall include for each referenced contract: (i) the contract number and delivery order number if applicable (ii) the name of the organization, (iii) the project name, (iv) a brief project description, (v) the period of performance, (vi) the contract

amount, and (vii) the name and telephone number of at least two contacts currently at the organization for which the service was performed (not the offeror). It is recommended that the offeror alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the Technical Proposal.

b) If the offeror/subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Offerors/subcontractors shall not provide general information on their performance.

c) Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

[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.]

c) The Government will process late submissions of offers/proposals in accordance with FAR 15.208 and FAR 52.215-1. If an offer/proposal is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer/proposal without evaluation.

L. 6 INSTRUCTIONS FOR PREPARATION OF THE BUSINESS PROPOSAL

1) Business proposals must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M/OAA/GRO/EGAS-08-134
Freight Forwarding / Vessel Chartering Services
Business Proposal

2) The offeror should submit any additional evidence of responsibility deemed 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 the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the offeror, nongovernmental and governmental;
- c. has a satisfactory record of performance;
- d. has a satisfactory record of integrity and business ethics; and
- e. is otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g. EEO)

L.7 DELIVERIES TO LOADING DOCKS (FOR USAID/WASHINGTON ONLY]

(a) ALL offerors delivering proposals through carriers other than the LISPS, UPS, or FedEx, including individual hand delivery, must complete a Freight Delivery Request Form (found in Section J) and provide it to the contract specialist 72 hours in advance of delivery via facsimile to the Negotiator. The facsimile number is 202-216-3396. The CO or his/her designee will forward the *form* to Bureau of Management, Office of Administrative Services, Consolidation, Property, and Services Division (M/AS/CPD), Ronald Reagan Building & International Trade Center (ITC) Loading Dock Manager. The telephone number for ITC is (202) 789-4388. Once an RRB loading dock representative accepts the delivery, this will be considered the actual time of USAID's acceptance for compliance with FAR 52.215-1(c).

(b) USAID delivery hours are from 9:00 a.m. to 3:00 p.m., Monday through Friday. Deliveries to be made before 9:00 a.m. and after 3:00 p.m. must receive prior approval from M/AS/CPD.

(c) Advance notice of **72 hours** must be given for all deliveries to the RRB. The freight company must fill out the Freight Delivery Request Form, then the customer must sign it and forward it to the M/AS/CPD. GSA controls deliveries to the RRB and will not accept unscheduled deliveries. Deliveries through the ground-level doors, on either the 13th street, the 13 1/2 street, or the 14th street, are strictly prohibited and will be turned away.

(d) All vendors must report to the Mobile Scanning Facility, 12th & C Streets, SW, Washington, DC, for security scanning prior to reporting to the RRB. When the scanning is complete, the vendor has 30 minutes to report to the RRB. Directions relative to the new FPS Scanning Facility are included with Attachment J.4

(e) The Loading Dock entrance is located at the 14th Street, South entrance to the RRB. The security guard will check for a valid state driver's license or commercial driver's license (CDL), vehicle registration card, and Bill of Lading/Manifest, and will inspect the vehicle for security purposes.

(f) Vendors making repeat daily deliveries (such as United Parcel Services (UPS), Federal Express (FedEx), and U.S. Postal Services) must submit an annual roster with the required information to M/AS/CPD for the primary and alternate driver. Any changes to this roster must be immediately reported to M/AS/CPD.

(g) Preferred truck size is 55 feet from bumper to bumper. If a larger truck is needed, the maximum trailer size is 45 feet, and the cab has to be parked in another bay. Arrangements must be made in advance with M/AS/CPD to ensure that a bay will be available to park the cab during off-loading.

(h) Vendors and/or clients must mark at least two sides of all deliveries, see information below. The following information must appear on the package/packing slip:

AGENCY: U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT,
 NAME: BEATRICE CONDE
 ADDRESS: 1300 PENNSYLVANIA AVENUE, NW. – RRB 7.09-78
 WASHINGTON, DC. 20523-7100
 PHONE NUMBER: (202)712-1299

(i) The driver is responsible for ensuring that all goods and materials are scanned through the loading dock X-ray machine. The driver must provide hand trucks, pallet jacks, or any other equipment needed to unload the delivery.

(j) After the goods have been inspected and approved by the GSA Dock Guards, the USAID Designated Receiving Agent will deliver them to the customer for USAID.

(k) If the offeror elects to hand-deliver the proposal, USAID advises the offeror that should security requirements at the RRB result in the proposal not reaching the designated office or being accepted by the contracting officer or his/her representative by the closing time for proposal submission in L.7, the proposal may be determined to be "late" in accordance with FAR 52.215-1. Building security has the discretion to decide whether or not to allow the hand carrier into the building. Offerors must use the 14th Street door between U.S. Customs and USAID. Once past security, and in USAID's lobby, please contact the Contract Specialist at (SF 33, Block 10). Only packages/boxes hand-carried (suggest having the box unsealed and open to expedite clearance) may be delivered through this entrance. No handcarts, dollies, etc. are allowed in the RRB lobby. USAID advises that the offeror provide a freight delivery form 72 hours in advance in case security does not allow the hand carrier through and routes them to the loading dock.

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

M.2 GENERAL INFORMATION

- a. The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.
- b. The Government intends to evaluate offerors in accordance with Section M of this RFP and make ONE contract award to the responsive and responsible offeror whose proposal is the most advantageous to the U.S. Government.
- c. The technical information will be scored by a technical evaluation committee using the technical evaluation criteria shown below.
- d. The evaluation committee may include industry experts who are not employees of the Federal Government.
- e. Offer Responsiveness. The Government will determine the responsiveness of an offer on a pass/fail basis. An offer is responsive when it manifests assent to all the terms and conditions of this Request for Proposal (RFP) (Sections A through K) and the prospective contract, which includes the solicitation provisions, contract clauses, statement of work, and documents, exhibits, and attachments. The Government will declare non-responsive offers to be unacceptable, that is, when the offer does not manifest the offeror's assent to all of the terms and conditions of the RFP and prospective contract. To manifest assent to all of the terms and conditions of the prospective contract, the offeror must, without exception or reservation, complete Standard Form 33, Blocks 12 through 18; and must complete the certifications, representation, and other statements of the offeror in Section K of the RFP.

M.3 DETERMINATION OF COMPETITIVE RANGE AND CONTRACTOR SELECTION

- a. The competitive range of offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer.
- b. This procurement uses a best value approach. In accordance with FAR 52.215-1, set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with factors and subfactors in this solicitation.

c. Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M 4 TECHNICAL EVALUATION

The following criteria will be used by the technical evaluation committee in evaluating technical proposals. The technical proposals in response to this solicitation must be divided into sections corresponding to, and following the order of, the primary evaluation criteria set forth below. Each section of the technical proposal must be clearly identified, using the titles of the appropriate primary evaluation criteria. The technical proposal need not be divided into subcriteria.

M.4.a. Personnel Information (35 Points)

The proposal shall include Personnel Information addressing the qualifications of the proposed key personnel as well as other proposed support staff. The evaluation will assess the experience of proposed personnel and adequacy of the staffing to support the program. The proposed key personnel shall have experience in the delivery of ocean commodities through forwarding/booking/chartering experience and capability. (See section F.4)

M.4.b. Program Management (30 Points)

The proposal will be evaluated based on demonstrated ability to manage the delivery of the required commodity through freight forwarding, vessel chartering and logistical services. The proposal shall include a Program Management Plan addressing the following:

M.4.b.1. The proposed organization and staffing plan will be assessed to ensure that the Program Manager has adequate authority to direct the Government project, and the Offeror is organized for efficient delivery of services.

M.4.b.2. The proposed cargo control plan, including a standby network of overseas agents, in terms of ensuring provision of lowest applicable rates and timely response to the Government's requirements.

M.4.b.3. The proposed facilities will be evaluated on the basis of how the location would enhance the level of service provided the Government as well as resources allocated for the project. USAID will consider advantageous such elements as one or more branch offices or affiliates near all U.S. Ports of export. Note that Section C of this RFP requires that the contractor perform the booking and chartering functions under this contract in an office located in the Washington, D.C. metropolitan area to facilitate contract management and implementation.

M.4.b.4. The proposed implementation plan will be evaluated on the basis of its feasibility in fulfilling the contract.

M.4.c. Program Support (20 Points)

The proposal will be evaluated based on the demonstrated ability to provide the required reports, statistical data, data processing, and domestic and international telex communication services. The Program Support Plan shall also describe all related services it can provide, such as facsimile, reproduction, and communication capabilities with subcontractor(s) as appropriate.

M.4.d. Corporate Capability and Past Performance Information (15 Points)

M.4.d.1. The proposal will be evaluated based on demonstrated background and experience in aspects of ocean transportation including vessel chartering and freight forwarding services to the U.S. Government or as past agents for foreign governments receiving funds made available through various U.S. Government programs such as PL 480 Titles I/III, II section 416 and GSM-102; and Food for Progress as well as to commercial clients.

M.4.d.2. The Past Performance evaluation by USAID will focus on the contractor's record of conforming to contract requirements and to standard of good workmanship; record of forecasting and controlling costs; the contractor's adherence to contract schedules, including administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the interest of the customer; and, the competency of key personnel who worked on the contract. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current.

M.4.d.3. In cases where an offeror lacks relevant past performance history or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. The neutral rating provided to these offerors is at the Contracting Officer's discretion based on the past performance ratings for all other offerors. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's past performance. (See Section L.5 (4))

(Note: The U.S. Government will evaluate the quality of the offeror's past performance, This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP.)

END OF SECTION M

ATTACHMENTS

ATTACHMENT 1

J.1 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea, and Syria

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Plalta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT 2

J.2 USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

<http://inside.usaid.gov/forms/a1420-17.doc>

ATTACHMENT 3

J.3 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

<http://www.usaid.gov/forms/sflllin.pdf>

ATTACHMENT 4

J.4 FREIGHT DELIVERY REQUEST FORM

Ronald Reagan Building & International Trade Center



FREIGHT DELIVERY REQUEST FORM

TO: RRBITC Loading Dock Manager
Federal Protective Service

FROM: CUSTOMS: EPA: GSA: TCMA: USAID: WW Center OTHER: _____
------(Circle One)-----

RFA/P #:

OFFEROR: _____

FREIGHT DELIVERY COMPANY INFORMATION

Name of Freight Company making delivery	Phone #	Date of arrival
Freight Co. Contact Person	Fax #	Estimated Time of arrival

Driver's Name	Driver's Lic # & State	Date of Birth
Alternate Driver	Driver's Lic # & State	Date of Birth

Vehicle Description (i.e., tractor trailer, etc)	Type	Make	Tag #
	Length	Model	State

Description of material being delivered

AGENCY/ TENANT REQUESTING DELIVERY

Agency/ Tenant Contact Person	Phone # (202) 712-1299
USAID, Beatrice Conde	Fax # (202) 216-3396

Signature

Deliveries to the B-2 loading dock require 96 hours notice.

All deliveries are subject to an off-site security inspection by the Federal Protective Service

B-2 Loading Dock
Ph. # (202) 789-4388
Fax # (202) 789-5342



THIS DOCUMENT CONTAINS INFORMATION COVERED BY THE PRIVACY ACT



**DIRECTIONS TO NEW FPS MOBILE SCANNING FACILITY
12TH AND C STREETS, SW**

FROM POINTS SOUTH: Take I-95 to 395. Follow 395 (approximately 8 miles) until you cross the 14th Street Bridge into town. Take a right on C Street. Cross 12th Street and drive directly into mobile scanning facility.

FROM POINTS WEST: Take I-66 across the Roosevelt Bridge. Once across the bridge, follow signs for Constitution Avenue. Stay on and follow Constitution Avenue for approximately 10 blocks. Turn right on 14th Street. Cross Independence Avenue and take a left on C Street. Cross 12th Street and drive directly into mobile scanning facility.

FROM POINTS NORTH: Take 270 East to the Beltway (495 South). The sign will say 495 South/Richmond. Stay on 495 South for approximately 3-5 miles. Take the George Washington parkway (only goes one way). Follow the Parkway for approximately 12 miles and take the exit marked Roosevelt Bridge. This road turns into Constitution Avenue. Turn right on 14th Street. Cross Independence Avenue and take a left on C Street. Cross 12th Street and drive directly into mobile scanning facility.

FROM POINTS EAST: Follow 50 West to New York Avenue. Continue on New York Avenue until you come to 7th Street. Make a left on 7th Street and continue to Independence Avenue. Take a right on Independence and continue for three blocks to 12th Street. Take a left on 12th Street. Mobile scanning facility will be on your left at the corner of C Street.

**DIRECTIONS FROM NEW FPS MOBILE SCANNING
TO RONALD REAGAN BUILDING**

- Exit mobile scanning on C Street.
- Take C Street to 14th Street and make a right.
- Cross Constitution Avenue. The Reagan Building loading dock will be on your right hand side in the middle of the block.