

Request for Proposals (RFP)

Transition Initiatives for Stabilization Plus (TIS+)

Blanket Purchase Agreement for Provision of Chartered Air Services in Afmadow, Baardhere, Diinsoor, and Garbaharey in Somalia

A. RFP No.	RFQ-OPS-NBO-2016-29
B. Date	July 21 2016
C. Title	Blanket Purchase Agreement for Provision of Chartered Air Services in Afmadow, , Baardhere, Diinsoor, and Garbaharey and possibly other locations in JSS and SWS in Somalia
D. Closing Date for <u>Questions</u>	July 28, 2016, 1700 hrs, UTC +3:00 local time
E. Closing Date for Receipt of Quotes	July 31, 2016, 1700 hrs, UTC +3:00 local time
F. Contact Persons for Questions regarding office location or admin details	TIS+ Procurement Team Email: procurement@somtisplus.com Tel: 0729 448104
G. Manner of Submission	Bidders shall submit their offers and required documentation via email tenderbox.nairobi@somtisplus.com no later than Sunday, <i>July 31, 2016</i> @17:00 GMT. Please reference RFQ-OPS-NBO-2016-27 in the email subject line
H. Anticipated Award Type	Blanket Purchase Agreement
I. Delivery Date	To be finalized prior to signing of the Blanket Purchase Agreement
J. Basis for Award	Price competitiveness after meeting mandatory requirement

Background

The goal of TIS+ in Somalia is to promote stabilization through good governance, economic growth, and countering violent extremism. The TIS+ program has the following four main objectives to achieve:

1. Increase confidence in governance based on equitable participation in decision making and management of community assets.
2. Empower community and government representatives to engage with private sector and development actors in a collaborative process for community growth.
3. Increase Somali engagement in creating a more stable future.
4. Support inclusive, sustainable development by reducing gender gaps in stabilization and development

TIS+ is funded to operate throughout Somalia (including Somaliland and Puntland) until 2020. This document is to provide access to TIS+ staff to Afmadow, Baardhere, Diinsoor, and Garbaharey and other locations in JSS and SWS through the use of chartered air services.

Scope of Work

Under the TIS+ four main objectives, the identification of chartered air services will assist in the implementation of the program and provide reliable access to the mentioned locations. This will be of great assistance as there are no or limited scheduled air services that visit these locations, and at times will require the air service companies to have full board ?? in order to embark on a flight to the mentioned locations.

Goal

The agreement will enhance the work of TIS+, enabling TIS+ to reach program locations for the distribution of good and services and movement of staff and partners, focused on the development of the locations.

Objective

1. Provision of Chartered air services to south central locations in Somalia. The locations will include but not be limited to: Afmadow, , Baardhere, Diinsoor, Garbaharey. Other locations will be requested on an ad hoc basis.

Geographic Focus

Southern and Central Somalia.

Qualifications Required

The nature of this assignment demands an experienced company that can provide chartered air services to locations in Somalia. It is considered important that the company with sufficient experience and qualified staff be retained to undertake this exercise.

The assignment will require an experience chartered air services company with demonstrable competencies and experiences in:

- Ability to provide chartered air travel services upon request by TIS+ in Afmadow, Baardhere, Diinsoor, Luuq, Badhaade, Dhoolow, Afgoye, Garbaharey, Wanlaweyne, Belet Hawa, and Marka among other places yet to be determined in Somalia.
- Ability to have personnel on standby upon request for a chartered air service.
- Able to fly in Somalia without FAA Limitations on the charter operator's operations specifications.
- Ability to cover all of the Carrier's liability through comprehensive insurance coverage.
- Professionally qualified and experienced staff with over 5 years working experience in chartered air services.
- Understanding and familiarity with the regional dynamics in Afmadow, Baardhere, Diinsoor, Luuq, Badhaade, Dhoolow, Afgoye, Garbaharey, Wanlaweyne, Belet Hawa, and Marka among other locations in Somalia.
- Evidence of past experience showing similar assignments conducted in Somalia.

Mandatory Minimum Requirements: Vendors who do not submit any of the documents below shall be disqualified at the discretion of TIS+

- Provide name of Charter Company's air carrier.
- Provide FAA Certificate.
- Provide valid certificates of airworthiness.
- Provide proof of air services liability insurance coverage.

- Provide Charter company's' air carrier operating commercial certificate number.
- Provide number of aircrafts and capacity of aircrafts to be used for flights to south central locations in Somalia.
- Must have a minimum of 3 years of experience as a registered air carrier company.
- Pilots flying licences

Evaluation criteria: An award will be made to the vendor who meets all the mandatory requirement and offers the most competitive price. Companies with Somalia experience shall have added advantage.

Quotation Format : Vendors shall quote in the format given below.

Number of Passenger Seats in Plane:			Cost per hour in USD flying
	Minimum Flying Time Charged	Ground Time	
8-12 Seats			
12-16 Seats			
16-22 Seats			
22 Seats and Over			
VAT (if applicable)			

Timeline and Duration: The duration of the blanket purchase order is expected to be 1 year from 1 August 2016 to 30 July 2017.

Submission of Application

Please submit a technical and cost proposal detailing the methodology, resource you will employ to undertake this assignment and how your knowledge, skills and abilities are a direct match for the scope of work to tenderbox.nairobi@somtisplus.com by close of business July 22, **2016 1700 hrs UTC +3:00 local time**

Please ensure that the subject of the email for your application is:

**RFP No TIS+-OPSC-NBO-RFP-2016-0001
PROVISION OF SERVICES FOR CHARTERED AIR TRAVEL**

Procurement Ethics

Neither payment nor preference shall be made by either the Bidder, or by any TIS+ staff, in an attempt to affect the results of the award. TIS+ treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and TIS+ employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Bidder or the TIS+ staff may report violations to the ethics and compliance anonymous via email to ethics@somtisplus.com. TIS+ ensures anonymity and an unbiased, serious review and treatment of the information provided. Such practice may result in the

cancellation of the procurement and disqualification of the Bidder's participation in this, and all future procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

Annex

TIS+ GENERAL CONDITIONS OF
CONTRACT FOR PURCHASE
ORDERS

Whenever the term “Government” is used, “AECOM International Development” shall be substituted. Wherever the term “AECOM COP or his designee” is used, the “AECOM COP or his designee(s)” shall be substituted.

AIDAR CLAUSES

- 752.202-1 Definitions
- 752.225-7 Source & Nationality Requirements (applicable only when procurement of goods or services is required in purchase order)

FAR CLAUSES

- 52.212-4.1 Commercial Items and Conditions (JUNE 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. AECOM International Development reserves the right to inspect or test any supplies or services that have been tendered for acceptance. AECOM International Development may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. If repair/replacement or performance will not correct the defects or is not possible, AECOM International Development may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. AECOM International Development must exercise its post-acceptance rights (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

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(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of AECOM International Development in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the AECOM COP or his designee in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the AECOM COP or his designee of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;

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- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice;

and

- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if AECOM International Development waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify AECOM International Development and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

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(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by AECOM International Development that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* AECOM International Development will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If AECOM International Development makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that AECOM International Development has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the AECOM COP or his designee.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to AECOM International Development under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract

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Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i) (6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) AECOM International Development may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The AECOM COP or his designee will issue a final decision as required by 33.211 if—

(A) The AECOM COP or his designee and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the AECOM COP or his designee within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the AECOM COP or his designee (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt;
or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to AECOM International Development upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to AECOM International Development at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for AECOM International Development's convenience. AECOM International Development reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of AECOM International Development using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give AECOM International Development any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. AECOM International Development may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide AECOM International Development, upon request, with adequate assurances of future performance.

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In the event of termination for cause, AECOM International Development shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to AECOM International Development for any and all rights and remedies provided by law. If it is determined that AECOM International Development improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to AECOM International Development upon acceptance, regardless of when or where AECOM International Development takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to AECOM International Development for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

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- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 2010)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Affirmative Action for Disabled Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)