



REQUEST FOR PROPOSAL

**INTERNATIONAL FOUNDATION FOR ELECTORAL
SYSTEMS
(IFES)**

Request for Proposal to supply:

**AIRCRAFT CHARTER TO TRANSPORT PASSENGERS BETWEEN VARIOUS
CITIES IN SOUTHERN SUDAN.**

RFP/10/034

June 3, 2010

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1 Overview

The International Foundation for Electoral Systems (IFES) is an independent, non-governmental organization providing professional support to electoral democracy. Through field work, applied research and advocacy, we strive to promote citizen participation, transparency, and accountability in political life and civil society.

Since its founding in 1987, IFES has provided assistance to over 100 countries worldwide and currently carries out programs in some 25 different countries in the Americas, Africa, Asia, Europe, and the Middle East.

IFES employs more than 170 international staff, and many hundreds of consultants and national staff. In addition, of course, we work with a wide range of local actors including electoral management bodies, civil society groups, political parties, judiciaries, human rights groups, and media outlets and so on.

1.1 Project Overview

Project name: Sudan Election Administration Support Program

IFES has been awarded a contract by USAID to support the electoral process in Sudan. The program is aimed at helping the Sudanese electoral administration deliver technically sound and credible elections called for in the 2005 Comprehensive Peace Agreement. The Sudan Election Administration Support Program is designed to accompany all phases of the electoral process, including the referenda scheduled for January 2011. It will assist the National Elections Commission (NEC) and its subsidiaries in institutional and capacity building as well as election management.

IFES seeks an aviation Contractor to transport personnel between several locations in southern Sudan. Attachment 1 to this RFP provides estimated distances between the likely destinations where air transportation services will be required. Air transportation service will also be required between Juba and the Abyei region. Aircraft availability must be full time, but sufficient advance notice will be provided in order file flight plans and other necessary paperwork.

2 Statement of Work

2.1 Purpose

The purpose of this Request for Proposals (RFP) is to invite prospective Contractors to submit a proposal to provide air transportation services for passengers to various points throughout southern Sudan. Service operations will be based in Juba on as-needed basis for a minimum of 30 hours per month for 7 consecutive months with the potential for an extension of up to two months.

2.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of service primarily for Southern Sudan Referendum Commission staff, Southern Sudan Referendum Bureau staff, IFES-Sudan staff, and USAID staff. IFES-Sudan will be responsible for assembling all passenger manifests.

2.3 RFP Preparation Costs

IFES will not pay for any costs incurred by the Offerer in preparation of a proposal.

2.4 Modification and Withdrawal of RFP

IFES reserves the right to modify by written notice the terms of this RFP during the bidding process. IFES also reserves the right to withdraw this RFP at anytime-with or without statement of cause - prior to actual award with no obligations.

2.5 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all bidders submitted *Notice of Intention* to bid.

Issuance of RFP	June 3, 2010
Technical Questions/Inquiries due	June 9, 2010, 05:00 PM EDT
RFP Closes	June 14, 2010, 10:00 AM EDT
Complete Initial Evaluation on or about	June 16, 2010
Final Award Notification on or about	June 25, 2010
Service begins on or about	July 15, 2010

3 Proposal Preparation Instructions

3.1 Contractor Understanding of the RFP

In responding to this RFP, the Contractor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to IFES as necessary to gain such understanding. IFES reserves the right to disqualify any Contractor who demonstrates less than such understanding. Further, IFES reserves the right to determine, at its sole discretion, whether the Contractor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to IFES.

3.2 Good Faith Statement

All information provided by IFES in this RFP is offered in good faith. Individual items are subject to change at any time. IFES makes no certification that any item is without error. IFES is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be binding unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

- 3.3.1 **Contractor Inquiries.** Applicable terms and conditions herein shall govern communications and inquiries between IFES and the Contractor as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

IFES
Contracts & Grants
1850 K Street, NW
Fifth Floor
Washington, DC 20006

Attention: Jaime Acosta, Procurement Manager
Telephone: 1 (202) 350-6816
Fax: 1 (202) 350-6701
E-mail: jacosta@ifes.org

And

Attention: Ragheed Al Ameen, Procurement Coordinator
Telephone: 1 (202) 350-6864
Fax: 1 (202) 350-6701
E-mail: ralameen@ifes.org

- 3.3.2 **Formal Communications** shall include, but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to June 9, 2010, 5:00 PM EDT.
- Errors and omissions in this RFP and enhancements. Contractor shall recommend to IFES any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, the Contractor shall

recommend to IFES any enhancements, which might be in IFES best interests. These must be submitted in writing and be received prior to June 9, 2010, 5:00 PM EDT.

- Inquiries about technical interpretations must be submitted in writing and be received prior to June 9, 2010, 5:00 PM EDT. Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Verbal and/or written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

3.3.3 **Addenda:** IFES will post all questions and answers (Q & A) on IFES website. To all participants who sent a *Notice of Intention* to bid, the same Q & A will be send directly to their e-mail address. All questions, answers, and addenda will be shared with all recipients online at IFES Buyers' Guide website:

<http://www.ifesbuyersguide.com/procurement.php>

IFES will not respond to any questions or requests for clarification that require addenda, if received by IFES after June 9, 2010, 5:00 PM EDT.

3.4 Proposal Submission

Proposals must be delivered sealed to:

Jaime Acosta, Procurement Manager
IFES
Contracts & Grants
1850 K Street, NW
Fifth Floor
Washington, DC 20006

Contractor must send electronic copy via e-mail, on or prior to June 14, 2010, 10:00 AM EDT to Jaime Acosta, Procurement Manager at jacosta@ifes.org and Ragheed Al Ameen, Procurement Coordinator at ralameen@ifes.org

3.5 Criteria for Selection

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to provide IFES with the product and/or service identified in the Scope of Work.

Evaluation Criteria and Grading:

- Service specifications
- Price
- Vendor’s Experience
- Timeline

Evaluation Criteria Grading:

Exceed Expectations	2 Points
Meet Expectations	1 Point
Do Not Meet Expectations	0 Point

3.6 Selection and Notification

Contractor selected in this competitive bidding process will receive a written notification via mail. Those Contractors not selected will also receive a written notification via mail.

4 Scope of Work, Specifications & Requirements

4.1 Functional Requirements

4.1.1 Timeline

Service operations based in Juba must be available by July 15, 2010 and be able to commit service through January 2011, with the potential of extension of up to two additional months. (30 days written notice will be provided). The availability must be for at least 30 hours a month, and available on an “as needed” basis.

4.2 Description of Services

The Contractor shall provide fixed wing aircraft and shall be fully instrumented and equipped to fly under VFR and Instrument Flight Rules. The aircraft should be suitable for Short Take Off and Landing (STOL). The proposal must contain details of available aircraft that can accommodate minimum 8 passengers. Full description and history for the proposed aircraft is required.

The contractor, working under the direction of IFES, shall also provide, ownership of the aircraft, personnel, equipment, tools, material, maintenance, maintenance records, and who will provide the maintenance service, spare parts, and light cargo

(and possible passenger=-cargo combination) transportation services between various locations throughout Southern Sudan. Please see Attachment 1 for further details regarding airports destinations in Southern Sudan.

The aircraft used in the performance of this contract shall be current with regard to US and/or regional licenses and in airworthy condition throughout the performance period, consistent with the operational conditions and terrain of operations. All equipment required for original certification shall be installed and operable. All aircraft furnished under this contract shall be operable, free of damage, and in very good working order. Aircraft systems and components shall be free of leaks. The aircraft interior shall be maintained clean and neat. The aircraft interior shall also be subject to non-permanent USAID branding requirements. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The aircraft exterior finish, including the paint, shall be clean, neat, and maintained in good condition.

The Contractor shall have valid permits/licenses to operate air charter services within Sudan and demonstrate full compliance with all applicable air transportation safety and security standards. During this contract the Contractor shall fully adhere to aircraft maintenance and service schedules recommended by the aircraft manufacturer. IFES or its representative must be able to inspect the aircraft used for air charter flights and have access to aircraft maintenance and service records. Upon request the contractor must provide IFES or its representative access to examine pilot credentials (including piloting track record) and training.

The Contractor expected to provide detailed emergency procedures within the proposal.

4.3 Project Management

- IFES recognizes payment for the monthly minimum guaranteed flight hours negotiated with the Contractor. Once the contractor accepts a flight schedule, the contractor is obligated to perform in accordance with the terms and conditions stated herein, unless inclement weather or security issues are present at the time of the scheduled flight. IFES reserves the right to withhold payment if aircraft or pilot is not available to fulfill the minimum flying hours per month.
- Flight times are measured in flight segments and are to be stated in hours and quarters of hours.
- A Juba-based IFES staff member serve as the primary interlocutor for all communications with the contractor.

4.4 Required Reports

The Contractor shall provide IFES a monthly report reflecting flight segments and hours flown. Monthly reports are due within first five working days following the end of the reporting month. This report will include data on cumulative hours flown for the month, and number of mission requests declined because passenger seating capacity was insufficient for demand. The report will also provide number of enplaned passengers, and number of cancellations, and number of empty seats flown. All reports must be submitted electronically in a format mutually agreed to between IFES and the contractor.

Notice of Incidents or Accidents - Flight operations: When a contractor's aircraft or crew is involved in an accident or incident during an IFES mission, the contractor shall transmit the following information by the most expeditious means available, to the IFES, followed by a written report.

- 1) Contractor and trip number.
- 2) Aircraft type and number.
- 3) Date and time of the incident or accident.
- 4) Last point of departure and point of intended landing of the aircraft.
- 5) Nature of the incident or accident and the extent of harm to passengers, or to the aircraft, so far as is known.
- 6) Total number of crewmembers and passengers on board.
- 7) Number of injured and fatalities aboard the aircraft.
- 8) Condition of baggage or Government-owned material, if any, on board.

Notice of Incidents or Accidents -- All Carrier Operations: When a contractor's aircraft or crew is involved in any incident or accident, the contractor shall inform the IFES in writing.

Aircraft Medical Incidents: Report all aircraft medical incidents in flight, or while passengers are under the control of the pilot in command, to the first available IFES authority, at the next en route station for in flight incidents, or the station where the incident occurs.

Hazard Reporting: The contractor shall report, to the IFES, any condition involving cargo that constitutes a hazard.

Spotlighting and Hostile Event Reports: In the event a contractor operating an IFES flight is illuminated or "spotlighted", or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. Following the event, at the first airfield or airbase with a USAID or US military presence, the crew shall notify the operations center Flight Manager and US Embassy Regional Security Office of the occurrence.

5 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
 - Full legal name of the company
 - Year business was established
 - Number of people currently employed with key employee names who will be handling our account, to include pilot credentials.
2. A description of their geographic reach. Specify whether you currently possess official licenses/permits to operate air charter flights within Sudan.
3. References: Contact information for five references (if possible) from projects similar in size, application, and scope and a brief description of their implementation.
4. The Contractor shall provide proof of insurance and limits of liability.

6 Budget & Estimated Pricing

Vendors must provide a cost breakdown that includes but is not limited to the hourly rate for flying, fixed costs, and any additional costs for the implementation of their solution for IFES's project as described in this RFP. Costs included in proposals must remain valid for 60 calendar days following the RFP's submission deadline.

		Rate per Hour
No. of flight hours per Month	Minimum 30hrs*	\$
	31-40 hrs	\$
	41-50 hrs	\$
	Above 50hrs	\$
Fuel Cost		\$

**For any number of hours below 30, IFES recognizes payment for the monthly minimum guaranteed flight hours.*

The Contractor shall indicate any additional charges separately in detailed breakdown.

Pricing must be in US Dollars. Unit prices are required and in the case of discrepancies between unit price and total price, the unit price will be taken as reference basis in the evaluation.

7 Additional Terms & Conditions

7.1 Non-Disclosure Agreement

IFES reserves the right to require any Respondent to enter into a non-disclosure agreement.

7.2 Costs

The RFP does not obligate IFES to pay for any costs of any kind whatsoever which may be incurred by a contractor or any third parties, in connection with the response. All responses and supporting documentation shall become the property of IFES, subject to claims of confidentiality in respect of the response and supporting documentation.

7.3 Intellectual Property

The respondent should not use any intellectual property of IFES including, but not limited to, all logos, registered trademarks, or trade names of IFES, at any time without the prior written approval of IFES, as appropriate.

7.4 Respondent's Responses

All accepted responses shall become the property of IFES and will not be returned.

7.5 Governing Law

The contract shall be governed by U.S. laws, more specifically the laws of the District of Columbia. Venue shall be in the courts with proper jurisdiction in the District of Columbia.

8 Provider Certification

This certification attests to the provider's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to RFP/10/034 issued by IFES. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 60 calendar days as of June 14, 2010.

The undersigned further certify that their firm (check one):

IS

IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify IFES of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

Schedule “A” Notice of Intention
RFP/10/034

NOTICE OF INTENTION
REQUEST FOR PROPOSAL

From:

[VENDOR ORGANIZATION NAME]
[AUTHORIZED REPRESENTATIVE]
[TELEPHONE NO.]
[FAX NO.]
[E-MAIL]

Please state your intention with regard to the Request for Proposal RFP/10/031 by selecting one of the following:

- Intends to respond to IFES Request for Proposal
- Does not intend to respond to IFES Request for Proposal

TO:

International Foundation for Electoral Systems
Jaime Acosta, Procurement Manager
1850 K Street, NW
Washington, DC 20006
Tel: 202.350.6864
Fax: 202.350.6701

Attachment “A”

RFP/10/034

Southern Sudan Destinations

- 1 Abyei Area
- 2 Aweil South
- 3 Juba
- 4 Maridi
- 5 Nasser
- 6 Raja
- 7 Rumbek
- 8 Rumbek
- 9 South Bor
- 10 Torit
- 11 Wau
- 12 Yambio
- 13 Yei