



**International
Republican Institute**
1225 Eye St. NW, Suite 700
Washington, DC 20005
(202) 408-9450
(202) 408-9462 fax
www.iri.org | @IRIGlobal

REQUEST FOR PROPOSALS

Procurement Number:	ASIA2017MG16R
Open Date:	March 20, 2017
Questions Deadline:	March 24, 2017
Closing Deadline:	March 30, 2017, COB UB time 18:00
Decision Date:	April 4, 2017
Geographical Area Restrictions:	N/A
Point of Contact:	Undrakh Dashjamts, Procurement and Compliance Specialist, undrakh@iri.org

Background

The International Republican Institute (IRI) is a nonprofit, nonpartisan, organization dedicated to advancing freedom and democracy worldwide. Since 1983, IRI has worked to develop democratic institutions and ideals, carrying out a variety of international programs to promote freedom, self-government and the rule of law worldwide. IRI provides technical assistance in the areas of political party strengthening, developing civic institutions and open elections, promoting democratic governance and advancing the rule of law.

IRI, an American headquartered organization with an office in Ulaanbaatar, presently registered as a representative office of an international organization, is in need of stand-by legal counsel for personnel, registration, expatriate visa/logistics and other legal services.

Period of Performance

Signing of the contract through April 30, 2018

Statement of Work

On demand legal services to be provided by a law firm with lawyers based in Mongolia. Contractor will assist with various legal needs from IRI's Mongolia operations as they arise, including, but not limited to, advice regarding Mongolian employment laws, advice regarding taxes, review of employment contracts, and more.

Some of the tasks IRI anticipates include, but are not limited to:

- Counsel on all legal matters related to the business operation of IRI in Mongolia, including all such matters related to labor issues, social security, office rentals, etc.
- Drafting employment contracts and internal regulations governing employee relations.
- Advising on obtaining work permits, residency, visas, health check and all related issues for expatriates in Mongolia.
- Upon request, provide a legal audit of IRI in Mongolia to ensure its legal status and standing.
- Provide legal counsel on the management of the intellectual property rights of IRI in Mongolia, and advice on registration and protection of such property.
- Provide legal counsel on any and all services that would normally fall within the scope of standard corporate commercial legal advisory firm.
- Drafting, reviewing and/or revising contract templates, annexes, appeals, requests to authorities
- Translation costs to translate legal documents into dual language documents
- Contractor will be asked to provide an estimated number of hours and staffing mix based on each specific request from IRI.
- Contractor must invoice IRI upon completion of requested services for compensation.

Technical Proposals

All proposals submitted to IRI must include:

1. Information addressing your firm's experience in providing each of the services identified in the above Statement of Work and your proposed specific approach for providing those services to IRI under this contract, including sufficient information to determine a clear definition of services as it relates to other providers that may be involved.
2. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
3. Names, titles, and telephone and facsimile numbers, and electronic addresses of persons authorized to negotiate and act on the Offeror's behalf with IRI in connection with this RFP and the resulting contract award.
4. 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.
5. Offerors shall provide a list of at least five previously executed contracts of a similar nature for the last three years along with the contact details. IRI may contact the firm as reference check.
6. If the Offeror is a U.S. organization/resident, or a foreign organization/resident which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., the technical proposals must contain Offeror's Taxpayer Identification Number.
7. Resumes of key lawyers
8. A technical proposal describing how the firm will meet IRI's legal needs
9. A list of clients, including international representative office, non-governmental clients, both international and national organizations

10. Proposals will not exceed 15 pages, TNR size 10, A4 paper.

Price Proposals

Offerors must propose a firm-fixed Unit Price for billable hours outlined below and can be billed in half-hourly or 15-minute increments. The Offeror’s pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed Unit Price should be fixed and inclusive of all costs to perform, including inspection services, transportation, VAT and other taxes, import duties (if any), and other levies. IRI will not reimburse expenses in addition to the rate outlined below. To the extent that an Offeror proposed to include any pricing not reflected in the table below, such pricing must be fully described in the proposal. Please submit the price in USD.

Unit rate (please write according to your naming/title)	Unit Price (per hour in USD)
Partner	
Senior Associate	
Associate	
Paralegal	
Translator	
(other relevant positions as necessary)	

Translation rate	Unit Price (per page in USD)
From English to Mongolian	
From Mongolian to English	

Note: A page is 2,200 characters without space

Evaluation and Award Process

1. IRI may contact any Offeror for clarification or additional information, but Offerors are advised that IRI intends to evaluate the offers based on the written proposals, without discussions, and reserves the right to make decisions based solely on the information provided with the initial proposals. IRI may but is not obligated to conduct additional negotiations with the most highly rated Offerors prior to award of a contract, and may at its sole discretion elect to issue contracts to one or more Offerors.
2. Mathematical errors will be corrected in the following manner: If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the unit price will prevail and the total price will be corrected. If there is a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the Offeror does not accept the correction, the offer will be rejected.
3. IRI may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line 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 IRI determines that the lack of balance poses an unacceptable risk

4. IRI will conduct a source selection based as follows:

IRI intends to make an award to the responsible Offeror based on the following evaluation factors:

- a) Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications)- 35 percent
 - Previous experience with international representative office - 15 percent
 - Ability to handle all issue outlined in SOW in-house- 10 percent
 - Five years' experience in Mongolia -5 percent
 - English Fluency- 5 percent
- b) Past performance and experience in performing similar projects -35 percent
- c) Price -30 percent

IRI intends to evaluate Offerors' proposals in accordance with these factors and make an award to the responsible Offeror whose proposal is most advantageous to the program.

5. If a cost realism analysis is performed, cost realism may be considered in evaluating performance or price.

Submission Instructions

Quotes must be submitted via email to Undrakh Dashjamts, at undrakh@iri.org with the subject line "ASIA2016MG16R" RFP by the deadline listed above.

RFP Terms and Conditions

1. Prospective Offerors are requested to review clauses incorporated by reference in the section "Notice Listing Contract Clauses Incorporated by Reference".
2. IRI may reject any or all proposals if such is within IRI's interest.
3. Proposals must be submitted in English.
4. Payment will be made upon receipt of invoices and deliverables/services.
5. Proof of costs incurred, such as but not limited to receipts, pictures and financial documents may be requested during and for up to three years after the end of the contract period.
6. The Offeror's initial proposal should contain the Offeror's best offer.
7. IRI reserves the right to make multiple awards or partial awards if, after considering administrative burden, it is in IRI's best interest to do so.
8. Discussions with Offerors following the receipt of a proposal do not constitute a rejection or counteroffer by IRI.
9. By submitting a proposal, offeror agrees to comply with all terms, conditions, and provisions included in the solicitation and agreement to the services identified above, and will specifically identify any disagreement with or exceptions to the terms, conditions, and provisions.
10. Any samples submitted by Offerors will not be returned to Offerors.

11. IRI will hold all submissions as confidential and submissions shall not be disclosed to third parties. IRI reserves the right to share proposals internally, across divisions, for the purposes of evaluating the proposals.
12. For any currency conversion, the exchange rate to US Dollars listed on oanda.com on the closing date of this solicitation shall be used.
13. By submitting a proposal, Offeror agrees to comply with all terms, conditions, and provisions included in the solicitation and agreement to the services identified above, and will specifically identify any disagreement with or exceptions to the terms, conditions, and provisions.
14. Offerors confirm that the prices in the proposal/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.
15. Offerors agree to disclose as part of the proposal submission:
 - Any close, familial, or financial relationships with IRI staff and agents. For example, the Offeror must disclose if an Offeror's mother conducts volunteer trainings for IRI.
 - Any family or financial relationship with other Offerors submitting proposals. For example, if the Offeror's father owns a company that is submitting another proposal, the Offeror must state this.
 - Any other action that might be interpreted as potential conflict of interest.

Notice Listing Contract Clauses Incorporated by Reference

IRI is required to make the subcontractor subject to the clauses of the prime award. This subcontract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Where "flow-down" to the subcontractor is appropriate and applicable, references to "USAID/Department of State" shall be interpreted to mean "IRI", "Recipient" to mean "Contractor", and "Subrecipient" to mean "lower-tier subrecipients". Included by reference are 2 CFR 200 and USAID Standard Provisions for Non-US Non-governmental Organizations/US Department of State Standard Terms and Conditions.

IRI Obligations

Issuance of this RFP does not constitute an award commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a quotation.

Required Certifications

The following certificates need to be signed by all Offerors. These certifications are an integral part of the quotation/proposal. Please print them off and send back to us with your proposal after signature on each certificate. They are:

- Narcotics offenses and drug trafficking- key individual certification
- Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions
- Lobbying disclosure
- Authorized Individuals

**NARCOTICS OFFENSES AND DRUG TRAFFICKING- KEY INDIVIDUAL
CERTIFICATION**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Entity Name: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification implements Executive Order 12549, Debarment and Suspension and the requirements set forth in 2.C.F.R. 180, Subpart C.”

Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

1. By signing and submitting this proposal/application/quote, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal/application/quote is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal/application/quote that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the IRI.
6. The prospective lower tier participant further agrees by submitting this proposal/application/quote that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
8. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a

person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____
Date: _____
Name: _____
Title/Position: _____
Entity Name: _____
Address: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Date: _____
Name: _____
Title/Position: _____
Entity Name: _____
Address: _____

Authorized Individuals

The offeror/bidder/applicant represents that the following persons are authorized to negotiate on its behalf with IRI and to bind the recipient in connection with this procurement:

Name	Title	Telephone	Email

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Entity Name: _____