



**International
Republican Institute**
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INVITATION FOR BIDS

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| Procurement Number: | MENA2016T20o |
| Open Date: | December 29, 2016 |
| Questions Deadline: | January 17, 2017 |
| Closing Deadline: | January 24, 2017 |
| Geographical Area Restrictions: | None |
| Point of Contact: | Eddie Grove, Program Assistant, egrove@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 has been operating in Tunisia since 2011 in a variety of capacities including development of political parties, election observation, improvements in communications, development of civil society and support for good governance.

IRI-Tunisia seeks to find the best legal firms in providing mainly day-to-day advice requested in connection with the operations of IRI, rendering general legal advice under issues of Tunisian law, reviewing contracts, agreements, documents and instruments from a legal perspective and following-up on issues to ensure good standing.

Period of Performance:

February 1, 2017 – June 14, 2017

Scope of Work:

Selected bidder will be a lawyer at a law firm that will provide day to day legal advice requested in connection with the operations of IRI, rendering general legal advice under issues of Tunisian law, reviewing contracts, agreements, documents and instruments from a legal perspective and following-up on issues to ensure good standing.

Some of the duties include, but are not limited to the following:

- Counsel on all legal matters related to the business operation of IRI in Tunisia, 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 Tunisia.
- Upon request, provide a legal audit of IRI in Tunisia to ensure its legal status and standing.
- Provide legal counsel on the management of the intellectual property rights of IRI in Tunisia, and advise 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.

Technical Bid:

Interested bidders must present the technical bids outlining the following information:

1. Bidders should include information about their firm and the name, and contact information of the person with the authority to negotiate on behalf of the firm.
2. Bids must be no more than 5 pages and include contact information for 2 references. Please use Times New Roman, font size 12. Attachments, including certifications, will not count against the 5-page limit.
3. Bids must also contain a description of the bidder’s past experience as it relates to the above SOW.

If the Bidder 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 bids must contain Bidder’s Taxpayer Identification Number.

Price information should be presented as an hourly rate to perform tasks listed in the Scope of work above, and can be billed in half-hourly or 15-minutes increments. Pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed Hourly Rate should be fixed and inclusive of all costs to perform, including inspection services, transportation, taxes, import duties (if any), and other levies. If there are any additional fees not reflected in the table below, such pricing must be fully described in the bid. Bids must be submitted in Tunisian Dinars, and exclude service tax as IRI Tunisia is tax exempt; payments under any resulting contract will be made in this currency.

Any other foreseeable applicable government fees such as permits, stamps, or authorizations should be listed in the bid.

| Unit | Unit Cost | Number of Units | Total |
|-------------|------------------|------------------------|--------------|
| Hourly rate | | | |

IFB Terms and Conditions:

1. Prospective Bidders are requested to review clauses incorporated by reference in the section “Notice Listing Contract Clauses Incorporated by Reference”. By submitting a bid, bidder 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.
2. IRI may reject any or all bids if such is within IRI’s interest.

3. The Bidder's initial bid should contain the Bidder's best offer.
4. 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.
5. Discussions with Bidders following the receipt of a bid do not constitute a rejection or counteroffer by IRI.
6. IRI will hold all submissions as confidential and shall not be disclosed to third parties. IRI reserves the right to share bids internally, across divisions, for the purposes of evaluating the bids.
7. By submitting a bid, Bidder 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.
8. Bidders confirm that the prices in the bid/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. Bidders agree to disclose as part of the bid submission:
 - a. Any close, familial, or financial relationships with IRI staff and agents. For example, the bidder must disclose if a bidder's mother conducts volunteer trainings for IRI.
 - b. Any family or financial relationship with other bidders submitting bids. For example, if the bidder's father owns a company that is submitting another bid, the bidder must state this.
 - c. Any other action that might be interpreted as potential conflict of interest.

Evaluation and Award Process:

1. IRI may contact any Bidder for clarification or additional information, but Bidders are advised that IRI intends to evaluate the offers based on the written bids and reserves the right to make decisions based solely on the information provided with the initial bids. IRI may but is not obligated to conduct additional negotiations with the most highly rated Bidders prior to award of a contract, and may at its sole discretion elect to issue contracts to one or more Bidders.
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 were a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the Bidder does not accept the correction, the offer will be rejected.
3. IRI may determine that a bid 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 bid 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 Bidder based on the following evaluation factors:

- a) Language – 25 percent
The bidder demonstrates proficient command of English.
- b) Experience – 25 percent
The bidder demonstrates past experience advising clients on matters related to the scope of work.
- c) Past performance (timeliness of work, professionalism, customer service) – 25 percent
The bidder's references indicate that the bidder has performed quality work in a timely and responsive manner.
- d) Price – 25 percent
The bidder's listed prices will be evaluated based on competitive market prices.

IRI intends to evaluate bids in accordance with these factors and make an award to the responsible bidder whose proposal is most advantageous to the program.

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

Submission Instructions:

Bids must be submitted via email to Eddie Grove, at egrove@iri.org with the subject line "MENA2016T20o IFB" by the deadline listed above.

IRI Obligations

Issuance of this IFB 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.

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" or "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 C.F.R. 200 and USAID Standard Provisions for Non-US Non-governmental Organizations/US Department of State Standard Terms and Conditions.