



**International
Republican Institute**
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REQUEST FOR QUOTES

Procurement Number:	MENA2018IRAQ09o
Open Date:	June 13, 2018
Questions Deadline:	June 22, 2018
Closing Deadline:	June 25, 2018
Geographical Area Restrictions:	None
Point of Contact:	IRI-Iraq Procurement Officer, iraqbids@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 working in Iraq since 2003. Our grant-funded projects focus on supporting sub-national governance, expanding civic education and encouraging an inclusive national identity.

Period of Performance:

July 1, 2018 – June 30, 2019 with options to renew in one-year increments for a maximum of five years

Scope of Work:

Offerors must provide the following scope of work:

- Counsel on all legal matters related to the business operation of IRI in Iraq, including labor issues (Iraqis, expatriates and third country nationals), social security, taxation, space and materiel rentals/leases, and operation issues within Iraq;
- Serve as an interlocutor with relevant Iraqi tax departments to ensure compliance and/or submit payments as needed;
- Draft and/or review local employment contracts, official personnel communications and internal regulations governing employee relations;
- Facilitate translation of legal documents from Arabic to English and vice versa through approved Iraqi Translator Association individual/organizations;
- Advise on obtaining work permits, residency, visas, health check and all related issues for expatriates in Iraq;

- Upon request, provide a legal audit of IRI in Iraq to ensure its legal status and standing;
- Advise on the management of the intellectual property rights of IRI in Iraq, and registration and protection of such property;
- Contractor will provide legal counsel on any and all services that would normally fall within the scope of corporate commercial legal advisory.

Technical Bid:

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

1. Offerors must include the following in their bids:
 - a. Demonstrated experience with NGOs in Iraq
 - b. Description of how long the company has worked in Iraq and specialized departments or experts within the company that relate to the SOW above.
 - c. Overview of expected applicable tax laws for NGOs.
 - d. Physical presence in Iraq/Kurdistan
 - e. Professional fluency in English

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 Bids must adhere to the following criteria:

Price information should be presented as hourly rates for the scope of work presented above. Pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed rates should be fixed and inclusive of all costs to perform, including inspection services, transportation, import duties (if any), and other levies. **All applicable taxes must be listed as a separate items.** If there are any additional fees not reflected in the table below, such pricing must be fully described in the bid.

IRI will reimburse the following direct expenses incurred during the provision of the above-mentioned legal services: taxes (except service taxes), government fees, stamp duties. All other expenses should be included within hourly rates, as no other expenses will be covered or reimbursed by IRI.

Bids must be submitted in US Dollars, payments under any resulting contract will be made in this currency.

Bidder may establish a year-over-year price increase ceiling, to be outlined in the price proposal, otherwise IRI will assume the rates given will be valid for up to five years.

Unit	Unit Price	Number of Units	Total
Legal Consulting	Per Hour		
Certified legal translation	Per page		
Applicable taxes			

RFQ 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. Payment will be made upon receipt of detailed invoices and deliverables/services.
4. 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.
5. The Bidder's initial bid should contain the Bidder's best offer.
6. IRI reserves the right to make multiple contracts or partial contracts if, after considering administrative burden, it is in IRI's best interest to do so.
7. Discussions with Bidders following the receipt of a bid do not constitute a rejection or counteroffer by IRI.
8. 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.
9. 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.
10. If IRI continues to require the goods and services and the price remains reasonable and within market norms, resulting contract may be renewed each year for up to 5 years with 30 days' notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.
11. 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.
12. 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. Bids will be evaluated by IRI for compliance with administrative requirements, recent and relevant past performance and experience in performing of similar projects by the Bidder, technical capabilities and proposed technical approach, the qualifications of the personnel for the project, and price. 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) Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications) – 40 percent
Length of operations in Iraq, specialized staff/departments related to the scope of work above
 - b) Past performance and experience in performing similar projects – 30 percent
Experience with non-governmental NGOs
 - c) Price – 30 percent

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.

5. 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 IRI-Iraq Procurement Officer, at iraqbids@iri.org with the subject line “MENA2018IRAQ09o IFB” by the deadline listed above.

IRI Obligations

Issuance of this RFQ does not constitute a contractual commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a bid.

Notice Listing Contract Clauses Incorporated by Reference

IRI is required to make the Bidder subject to the clauses of the prime award. The resulting agreement 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 Bidder 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 “the Bidder”. 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.