

## REQUEST FOR PROPOSALS

<b>Procurement Number:</b>	MENA2020Iraq07o
<b>Open Date:</b>	May 31, 2020
<b>Questions Deadline:</b>	June 7, 2020
<b>Closing Deadline:</b>	June 15, 2020
<b>Geographical Area Restrictions:</b>	n/a
<b>Point of Contact:</b>	Procurement Officer. <a href="mailto:iraqbids@iri.org">iraqbids@iri.org</a>

### 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 Iraq is seeking proposals from qualified certified public accountants and compliance advisory companies that can advise IRI Iraq on its monthly payroll calculation to ensure compliance with Iraqi and Kurdistan tax, pension, social security and labor laws. Presently, IRI Iraq has under 25 Iraqi staff members in two locations.

### Period of Performance

One year from the date of signature, with the option to extend for a total duration of up to 3 years up in two one-year increments.

### Statement of Work

IRI is seeking a contractor who will provide routine and ad hoc advisory services to ensure compliance with tax, labor and social security laws related to employee-withheld taxes, employer-contributed taxes for both personal income and social security schemes. The contractor will also provide notification and guidance to IRI staff when relevant tax, exemptions and social security calculations change.

Contractor is expected to:

- Provide a clear payroll consolidation sheet that shows the calculations for employer and employee withholdings for staff payroll, submitting the sheet to IRI Iraq by the 20<sup>th</sup> of each month (IRI will advise Contractor of any staff changes by the 5<sup>th</sup> of the month). The payroll sheet should clearly show personal income tax (PIT) calculation

as per employee marital status and legal exemptions, tax calculation breakdown and the social security (SSPC) calculation.

- Provide IRI with updates and amendments to taxation and legal exemptions once announced by the General Tax Commission in Baghdad and Erbil Tax Directorate.
- Provide updated templates of forms for PIT monthly and annual tax declarations, SSPC monthly and annual forms in Baghdad as well as the quarterly and annual PIT forms adopted in Erbil.
- Draft Government of Iraq and Kurdistan Regional Government tax declaration forms for IRI's review/approval
- Obtain government clearance for Government of Iraq and Kurdistan Regional Government tax declaration forms, including:
  1. Annual PIT and SSPC reports in federal Iraq
  2. Quarterly PIT report in Iraqi Kurdistan
  3. Annual PIT report in Iraqi Kurdistan
- Provide ad hoc advice on taxation to IRI Iraq regarding the Pension and Social Security, Direct Tax Deduction and Labor laws.

### **Technical Proposals**

All proposals submitted to IRI must include:

1. Information addressing Bidder's experience in providing each of the services identified in the above Statement of Work and Bidder's 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 Bidder (and electronic address if available). If the Bidder is a firm, name(s) should be provided for individuals authorized to conduct business on behalf of the firm.
3. Bidders may provide a list of up to three references for work performed of a similar nature during the last three years, along with contact details. IRI may contact the references to evaluate past performance.
4. 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 information submitted must contain Bidder's Taxpayer Identification Number.
5. Proposals will not exceed 10 pages (not including cover page), using Times New Roman font, 1" margins.
6. Proposals submitted by individuals must contain the attached Expert Service Rate Form and a CV/resume.
7. All proposals require the following attachments:
  - Proof of registration in federal Iraq & Iraqi Kurdistan with the Iraqi Association for Certified Accountants – IACA and if bidder is a company, necessary registration documentation need to be provided in addition to the above (company registration certificate, tax clearance, etc.)
  - CVs for principal/supervisory tax advisors
  - References for previous international NGO clients must be included.

## Price Proposals

Bidders must propose a firm-fixed Unit Price for each of the deliverables identified below and in the format of the table below. The Bidder'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, taxes, import duties (if any), and other levies. To the extent that a Bidder proposed to include any pricing not reflected in the table below, such pricing must be fully described in the proposal. Proposals must be submitted in USD or IQD, payments under any resulting contract will be made in the currency outlined in the accepted bid. Payments will be made by wire transfer upon the successful completion of the deliverables listed above and the unit cost in Bidders' proposals must take into account any potential fees levied by the Bidders' bank.

Deliverable	Unit Measure	Unit Cost
Monthly payroll calculation, inclusive of notifications of any changes to relevant tax laws	Monthly report	
Annual Iraq PIT/SSPC calculation and report clearance	Annual report	
Quarterly KRI tax calculation and report clearance	Quarterly reports	
Annual KRI tax calculation and report clearance	Annual report	
Ad hoc consultation	Hourly rate	

*IRI will reimburse government fees associated with these tasks, upon proof of receipt.*

## 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 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 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 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 Bidder 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:

#### Best Value

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) – 50 percent**
  - *Key personnel Qualifications (based on CV/resume)- 25 percent*
  - *Experience in performing similar work with INGOs- 25 percent*
- b) Price – 50 percent**

IRI intends to evaluate Bidders' proposals 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 Procurement Officer, at [iraqbids@iri.org](mailto:iraqbids@iri.org) with the subject line "MENA2020Iraq07o" by the deadline listed above.

#### **RFP Terms and Conditions**

1. Prospective Bidders 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. 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.
4. The Bidder's initial proposal should contain the Bidder's best offer.
5. Payment will be made upon receipt of invoices and deliverables/services.
6. Discussions with Bidders following the receipt of a proposal do not constitute a rejection or counteroffer by IRI.
7. 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.
8. For any currency conversion, the exchange rate to US Dollars listed on oanda.com on the closing date of this solicitation shall be used.
9. Every contract will contain provisions governing termination for cause and termination for convenience.
10. 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.
11. 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 Bidder or competitor for the purpose of restricting competition.

12. 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 3 years with 30 days' notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.
13. Bidders agree to disclose as part of the proposal submission:
  - 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.
  - Any family or financial relationship with other Bidders submitting proposals. For example, if the Bidder's father owns a company that is submitting another proposal, the Bidder 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 contractor subject to certain flowdown clauses of the prime award. This awarded contract will incorporate 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 contractor is applicable, references to "USAID/Department of State" shall be interpreted to mean "IRI", "Recipient" to mean "Contractor", and "Subrecipient" to mean "lower-tier subcontractor." Included by reference are the applicable provisions contained in Appendix II to 2 CFR Part 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 proposal or quotation.

### **Required Certifications**

The following certificates need to be signed by all Bidders. 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:

- Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions (organizations)
- Authorized Individuals (organizations)
- Expert Rate form (individuals)

## **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: \_\_\_\_\_

## 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: \_\_\_\_\_



**EXPERT RATE INFORMATION**

Name <i>(Last, First, Middle)</i>	Proposed Rate:	Daily	Hourly
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Rates should be given for the last three (3) years. If employment history/salary information is applicable, list salaries separate for each year. If expert services is applicable, indicate the type of rate daily/hourly.

**EMPLOYMENT HISTORY - SALARY**

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Employment Period (M/D/Y)		Annual Salary <sup>1</sup> U.S. Dollars
		From	To	

**SPECIFIC EXPERT SERVICES**

SERVICES PERFORMED/TITLE	CLIENTS NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Service Period (M/D/Y)		Units at Rate	Daily/Hourly Rate <sup>2</sup> In U.S. Dollars
		From	To		

**CERTIFICATION:** To the best of my knowledge, the above facts as stated are true and correct.

Signature	Date
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<sup>1</sup> Basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

<sup>2</sup> A form of management fee whereby the client pays a set fee for providing professional services. Exclude cost reimbursements, bonuses, overtime work payments, overseas differential or quarters, cost of living, and any other allowances.