

## REQUEST FOR PROPOSALS

<b>Procurement Number:</b>	LAC2021EL04o
<b>Open Date:</b>	February 1, 2021
<b>Questions Deadline:</b>	February 06, 2021
<b>Closing Deadline:</b>	February 10, 2021
<b>Geographical Area Restrictions:</b>	937
<b>Point of Contact:</b>	Jorge Ceballos; jceballos@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 works with local governments and civil society organizations to promote accountable and good governance as well as to create a more robust democratic society. IRI seeks legal representation in El Salvador to pursue registration as an international organization, establish tax and employment agreements, and receive other general services as they relate to legal matters in El Salvador.

### Period of Performance

Date of signature – December 31, 2021, with the option to extend for a total duration of up to 5 years up in four one-year increments.

### Statement of Work

Provide legal services including consultations, managing legal processes, developing legal documents (e.g. international organization registration documents, local employment agreements), and representing IRI in legal matters in El Salvador.

Anticipated services will include processing registration application, which should be authenticated by a notary to be registration as an international organization; elaboration of judicial and administrative powers with sufficient and ample faculties granted to IRI; processing employment agreements for local staff according to local labor; visa processing for international staff; notarial certifications and notarial translation legal documentations and general legal consultations related to operations of an international organization in El Salvador.

## 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 15 pages (not including cover page).
6. Bidders should provide a quote based on hourly rates per legal services – including hourly rates for different types of services offered, **as well as services out of the city hired**, if applicable. Rates should reflect any required taxes and fees (e.g. wire transfer fees). Other expenses related to legal documents and stamps to complete legal or ministerial processes, such as those required for registration, should be included in the hourly rates.
7. Bids should contain
  - Names and CVs of one (or more) attorneys who will represent IRI
  - Summary of attorney/firm experience and expertise in representing international or domestic civil society or non-profit organizations in processes such as registration, employment agreement, and visa processes
8. Bidders must have:
  - Professional/legal proficiency in English and Spanish
  - Licensed to practice law in El Salvador
  - Experience working with civil society and/or non-profit organizations.

## 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 domestic travel cost (hired care, airfare, and lodging)-including hourly rates for different types of services offered, if applicable. Rates should reflect any required taxes and fees (e.g. wire transfer fees), import duties (if any) and other levies. Other expenses related to legal documents and stamps to complete legal or ministerial processes, such as those required for registration, should be included in the hourly rates. This is only applicable if there is domestic travel involved (outside of San Salvador) and is needed to complete the legal process. 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 US Dollars, payments under any resulting contract will be made in this currency.

Unit/Deliverable	Unit Price	Number of Units	Total

### 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) – 40 percent
    - *Level of expertise related to registration of organizations (international organization registration experience referred)* – 20 percent.
    - *Level of expertise with labor law/ employment agreements* – 20 percent.
  - b) Past performance and experience in performing similar projects – 40 percent
    - *Overall, five plus years of legal experience* – 20 percent
    - *Experience representing international organizations* – 20 percent
  - c) Price – 20 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 Jorge Ceballos, at [jceballos@iri.org](mailto:jceballos@iri.org) with the subject line "LAC2021EL04o" 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 5 years with 30 days' notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.
13. By applying to this RFP, applicant is certifying that if it is awarded a contract, none of funds payable under the resulting contract will be used to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services mean any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. ([2 CFR 200.216](#)).
14. Bidders agree to disclose as part of the proposal submission:
- o 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.
  - o 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.
  - o 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
- Authorized 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: \_\_\_\_\_