

INVITATION FOR BIDS

Procurement Number:	LAC2022MEX36
Open Date:	October 6, 2022
Questions Deadline:	October 11, 2022
Closing Deadline:	October 17, 2022 - October 25, 2022 - October 31, 2022
Geographical Area Restrictions:	N/A
Point of Contact:	Stephen Cole Ireland, sireland@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 Mexico seeks a legal services provider to provide day-to-day legal advice requested in connection with IRI's operations to include rendering general legal advice under issues of Mexican law, reviewing contracts, agreements, documents and instruments from a legal perspective, and assist IRI Mexico to remain in good legal standing

Period of Performance:

November 1, 2022 – October 31, 2023, with the option to extend for a total duration of up to 2 years up in one-year increments. The rate will not increase by more than the annual inflation rate of 5.7%.

Scope of Work:

On demand legal services based on a price list, to be provided in the form of the cost analysis below. Vendor will assist with various legal needs from IRI's Mexico operations as they arise, including but not limited to:

- Counsel on all legal matters related to the business operation of IRI in Mexico, including all matters related to labor issues, non-profit status, taxation, social security, and office rentals.
- Drafting employment contracts and internal regulations governing employee relations.
- Contractor will, upon request, provide a legal audit of IRI in Mexico to ensure its legal status and standing.
- Contractor will provide legal counsel on the management of the intellectual property rights of IRI in Mexico and advise on registration and protection of such property.

- Contractor will provide legal counsel on any and all services that would normally fall within the scope of standard non-profit legal advisory.

Vendor must invoice IRI upon completion of requested services for compensation.

Technical Bid:

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

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 a firm-fixed Unit Price for each of the deliverables identified below and in the format of the table below. 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. 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 MXN; payments under any resulting contract will be made in this currency.

Example of proposed hourly rate:

Services/Deliverables	Unit Price	VAT	Total Amount
Hourly Rate for execution of the scope of work			

- Price information should be presented as an hourly rate for tasks encompassed by the scope of work described above, and can be billed in half hourly or 15-minute intervals;
- Invoices must include a description of the task(s) performed during the period for which time is billed;
- The proposed Unit Price should be fixed and inclusive of all costs to perform these services, including inspection services, transportation, taxes, import duties (if any), and other levies;
- If there are any additional fees, such pricing must be fully described in the bid.
- Bids must be submitted in Mexican Pesos and exclude service tax due to IRI Mexico tax exemption status; payments under any resulting contract will be made in the local currency.
- Pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission.

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. 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.
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. Bids must be no more than five pages and explain the range of services provided and previous experience in carrying them out. Bids may be submitted according to the bidder's preferred format, but attachments, which are not included in the page limit, must include the following:
 10. Three (3) references that demonstrate the Contractor previously provided legal services to international organizations
 11. Formal authorization/certification to provide legal counsel in Mexico
 12. CV of primary legal counsel that demonstrates legal experience and fluency in Spanish and English
 13. CV of additional personnel (i.e. paralegal) that demonstrate proficiency in English and Spanish in the legal field (if primary legal counsel is not bilingual)
14. By applying to this IFB, 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](#)).
15. 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:

Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications)	30
<i>Legal Counsel qualifications</i>	15
<i>Bilingual personnel</i>	15
Past performance and experience in performing similar projects	50

<i>Previous experience working with international organizations</i>	30
<i>Past performance on similar projects</i>	20
Price	20
Total	100

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 Stephen Cole Ireland, at sireland@iri.org with the subject line “IFB LAC2022MEX36” 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 contractor subject to the clauses of the prime award. This contract 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 contractor 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.