

INVITATION FOR BIDS

Procurement Number:	IRI2022GLOBAL06o
Open Date:	November 18, 2022
Questions Deadline:	November 30, 2022
Closing Deadline:	January 20, 2023
Geographical Area Restrictions:	All USAID geo codes apply
Point of Contact:	Halina Manno, hmanno@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's headquarters is in Washington, DC and we currently operate in over 100 countries with physical presence in over 70 countries. IRI currently has over 700+ employees worldwide (400+ based in the US and 300+ abroad). As part of the IRI global staffing activities and to meet the demanding needs of our programs we work hard to pursue the best talent, regardless of location. To meet the demands of our growing operations, we require immigration legal services to support the employment related immigrant and non-immigrant matters.

Statement of Work

The selected bidder will provide the following services:

IRI needs a company to provide legal immigration consultation and representation services for IRI's US operations, in full compliance with US and for applicable country specific laws. Services include but may not be limited to:

- Provide immigration law services, specifically for employment-related immigrant and non-immigrant visa matters, but not limited to temporary work visas, U.S. permanent residence cases and work authorization/travel applications, cross-border movement of employees and those listed here:
 - H-1B/H-1B1/E-3, TN
 - H-4
 - L-1A/L-1B
 - L-2
 - J

- O
- PERM
- I-140
- I-485
- I-756/I-131 Renewal
- I-765
- E-2
- Naturalization
- Identify solutions and provide legal advice for complex and challenging employment-based immigration applications
- Deal with and process complex employment-based immigration actions, including specifically with H-1B, H-4, L-1A/L-1B, J and O status.
- Deal with and processing immigration cases related to lawful permanent residence, naturalization, I-140, I-184, and I-765/I-131 and E-2 cases.
- Develop and conduct I-9 and other compliance trainings
- Provide billing rates, including fee schedules for various services in handling the cases stated below, including any fixed fee schedules for legal fees, separate from additional out of pocket costs:
 - H-1B/H-1B1/E-3, TN
 - H-4
 - L-1A/L-1B
 - L-2
 - J
 - O
 - PERM
 - I-140
 - I-485
 - I-756/I-131 Renewal
 - I-765
 - E-2
 - Naturalization
- Describe separately any additional fees or out of pocket costs to be considered.
- Contractor would be required to share any documents obtained on behalf of IRI in performance of the scope of work, including the date on which they were obtained and then shared with IRI.

Selected contractor(s) may be required to sign a non-disclosure agreement before rendering services.

Period of Performance of Contract:

Five-year contract, from date of award for a total duration of up to 5 years.

Any resulting contract may be terminated if work is not completed in a timely manner or is found to be of poor quality by IRI.

Technical Bid:

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

1. The name, address, and telephone numbers of the bidder (and electronic address if available);
2. Names, titles, and telephone numbers, and electronic addresses of persons authorized to negotiate and act on the bidder's behalf with IRI in connection with this IFB and the resulting contract award.
3. Name, title, and signature of person authorized to sign the bid. Proposals signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to IRI.
4. Bidder must have at least 20 years of experience in providing the services in which it is bidding for.
5. Bids must be submitted in English, not to exceed a total of 5 pages, not including the cover sheet, and must include the following information:
 - a. Brief of firm's ability to provide the services found in the Scope of Work.
 - b. Bios and qualifications for key personnel/senior partners showing qualification and certification to practice law in the US and resume for POC assigned to oversee contract administration matters.
 - c. Proposal should also include the total number of senior partners who have more than 20 years of professional experience providing immigration law services, specifically for employment-related immigrant and non-immigrant visa matters, but not limited to temporary work visas, U.S. permanent residence cases and work authorization/travel applications, and cross-border movement of employees
 - d. List of at least 3 international/national organizations that the bidder has provided similar services with similar complexity within the past two years
 - e. Summary of extensive and demonstrated experience in dealing with and processing complex employment-based immigration and other related actions, including track record of timely processing of these services
 - f. Confirmation that all services listed above under 'Statement of Work' can be provided and a comprehensive list of services that are available through the firm
 - g. Experience in developing and conducting I-9 and other compliance trainings
 - h. Bidder's cancellation/deposit policies, if applicable.
6. If bidder will be subcontracting a portion of the scope of work out to a third party or the scope of work will be completed by anyone other than the bidder, the name and other pertinent information of the third party/subcontractor must be specifically included in the bid.
7. Corporate information:
 - a. Type of firm
 - b. Business license number and W9 form
 - c. Number of years in business
 - d. Have officers or principals of the firm ever had their business license suspended or revoked for any reason? If yes, please explain
 - e. Has the firm been terminated from any contract in the last 5 years, if yes, please explain

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. Charges for the bidder's operating expenses such as: all labor, personnel, material, shipping/delivery, equipment, equipment rental, travel, taxes, certification, insurance, and all other overhead expenses must be included as part of the bidder's rates. If there are any additional fees or taxes not reflected in the table below, such pricing must be fully described in the bid. Bids must be submitted in USD or local currency; payments under any resulting contract will be made in this currency. Bids submitted in local currency will be evaluated in USD using the OANDA conversion rate on the submission date of the bid.

PRICING:

The price proposal specifically reflecting the flat rate for the proposed legal services performed and include hourly rates for consultation services. Consultation services must be provided for the labor categories assuming there may be extraordinary scenarios where the flat rate for specific services is not applicable

Labor Category	Number of years of experience	Unit Type	Rate
Principal			
Senior Partner			
Partner			
Senior Associate			
Mid-Level Associate			
Associate			
Of Counsel Attorney			
Law Clerk			
Paralegal Staff			
Other(insert labor category)			

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. All materials developed under the terms of this agreement shall be considered a work made for hire. IRI, therefore, reserves the exclusive right to copyright and publish, disseminate, and otherwise use the material developed under the terms of this agreement in whatever way it deems appropriate.
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. 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](#)).
10. 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:

1. Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications) – 50 percent
2. Past performance based on references – 40 percent
3. Price – 10 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 Global Bids, at globalsol@iri.org with the subject line "IRI2022GLOBAL06o IFB" by the deadline listed above.

IRI Obligations

Issuance of this IFB does not constitute and 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.