

## INVITATION FOR BIDS

<b>Procurement Number:</b>	ASIA2023PI04
<b>Open Date:</b>	January 13, 2023
<b>Questions Deadline:</b>	January 20, 2023
<b>Closing Deadline:</b>	January 25, 2023
<b>Geographical Area Restrictions:</b>	N/A
<b>Point of Contact:</b>	David Broughton; dbroughton@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 program will support Pacific Island governments and civil society in mainstreaming a gender lens into climate policy and environmental governance in ways that recognize women's agency, knowledge and leadership. The program's goal is to facilitate women's participation in decision-making platforms to improve policymaking and governance, in turn strengthening the region's resilience against environmental degradation and climate change. To achieve this, IRI will work with civil society organizations across Melanesia to develop more robust regional alliances and advocacy to support governments to translate high-level gender-responsiveness policy commitments into inclusive governance practices in the field of climate and environment issues.

IRI is seeking to contract with a lawyer to provide legal services and advice for additional staff hires in Suva, Fiji, as well as additional legal services as required. The contracted lawyer will assist with various legal needs from IRI's Fiji operations as they arise, including, but not limited to, advice regarding Fijian registration, taxation, drafting and review of employment contracts, employee handbook and more. The length of employment will be approximately 6 months.

### Technical Criteria:

- 3 years of experience drafting employment agreements and handbooks in accordance with local labor/ tax laws
- Knowledge of immigration, tax, and labor laws and requirements in Fiji
- Registration in Fiji
- Professional fluency in English

- Experience working with international organizations

**Period of Performance:**

From date of signing to July 07, 2023, with options to extend up to a total anticipated period of performance of 18 months with a one-year increment.

**Scope of Work and Deliverables:**

The contractor will provide start-up legal services regarding labor, tax, and immigration laws in Fiji for the Regional Program Director (RPD) and two new field staff in Suva, Fiji. The start-up legal services include:

- Provide detailed guidance on Fiji local labor/employment and tax laws;
- Draft comprehensive Employment Agreements between IRI and two selected field staff that are compliant with all labor/employment and tax laws in Fiji;
- Review and contribute to IRI's draft Employee Handbook for Fiji to ensure that all organizational policies and regulations comply with Fijian labor/employment and tax laws;
- Coordinate with the Resident Program Director (RPD) and DC/HQ staff to ensure the agreement and handbook are in compliance with IRI practices and policies;
- Provide any guidance and expert advice regarding onboarding practices for local staff in Fiji;
- Provide IRI with any relevant or requested information relating to local employee disputes, probation and/or termination practices;
- Advise on obtaining work permits, residency, visas and all related issues for local staff in Fiji;
- Submit all permit, residency, and visa documentation and other requirements to relevant Fijian authorities on behalf of IRI.

Additionally, the selected contractor will provide legal services as required by Fijian law and IRI's programmatic needs on a case-by-case basis to include but not limited to:

- General legal advice and counsel related to IRI operations, administration, or programming in Fiji;
- Represent IRI in legal negotiations with contractors, vendors, or representatives of the Fijian Government;
- Provide documentary evidence of counsel, services provided, or general support of IRI activities when requested by all IRI staff;
- Represent IRI in litigation when required and applicable;

The contractor should be able to respond to IRI's inquiries and requests satisfactorily within a reasonable time and be able to provide estimations of the level of effort (in terms of hours) required to complete a specific service listed above

**Technical Bid:**

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

All applications must include a comprehensive explanation of the methods to be used for implementation. Applications must not exceed 5 pages limit (A4 size), 12 pt. Times New Roman excluding the attachments.

- The first page of the application must show the following:
  - The name and address of the applicant.
  - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items for which prices are offered;
  - Name, title, and signature of person authorized to sign the proposal.
- Applicant shall provide registration documentation.

Information regarding the individual’s and/or firm’s terms and conditions for the agreement, if applicable.

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.

IRI policy does not allow for legal services to be rendered through a retainer payment. (Instead) Contractor will charge a flat fee for agreed work based on the value of each service performed. Price information should be presented as a fixed rate Unit Cost for each of the deliverables identified above and in the format of the table below. The proposed Unit Costs should include all listed services above, separating each cost by the specific service. The proposed Unit Cost 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 Fijian Dollars or US Dollars; payments under any resulting contract will be made in this currency.

<b>Rate</b>	<b>Unit Cost</b>	<b>Number of Units</b>	<b>Total</b>
Fixed Rate (Per Service)			
Service Fees (If Applicable)			

**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. 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:

- a) Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications) – 30 percent
  - i. *Proposal meets all service requirements listed in SOW* – 20 percent
  - ii. *Legally registered in Fiji to perform services* – 10 percent
- b) Past performance and experience in performing similar projects – 30 percent
- c) Price – 40 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 David Broughton, at [dbroughton@iri.org](mailto:dbroughton@iri.org), with the subject line "ASIA2023PI04 - Fiji Legal Services " 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.