

INVITATION FOR BIDS

Procurement Number:	LAC2024E09o
Open Date:	June 11, 2024
Questions Deadline:	June 16, 2024
Closing Deadline:	June 30, 2024
Geographical Area Restrictions:	N/A
Point of Contact:	Miguel Hernandez, Resident Program Director, mhernandez@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 institutions and good governance as well as to create a more robust democratic society. As part of this work, IRI will require legal services for labor services and other needs during the implementation of programming.

Eligibility

- *Experience providing legal services to international organizations in Ecuador*
- *Licensed to practice law in Ecuador*
- *Capacity to produce and process legal materials in Spanish and English*

Period of Performance:

July 1, 2024 – June 30, 2025 (with options to extend in four, one year increments)

Technical Bid:

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

- Counsel on all legal matters related to the business operation of IRI in Ecuador, including all matters related to labor issues, social security, and taxes. And the responsibilities of the IRI as outlined in the Basic Operating Agreement between the Government of Ecuador and the IRI.
- Legal representation, legal advice, and the drafting and registration of required internal regulations before regulatory and governmental agencies, such as the Ministry of Labor, the Ecuadorian Social Security Institute (IESS), the Financial and

Economic Analysis Unit (UAFE), the Municipality of the Metropolitan District of Quito, Taxes Office, among others.

- Legal representation and legal advice to third parties or the private sector, related to business and programmatic operations, such as drafting and reviewing IRI office lease contracts, service agreements, and other contracts and/or legal obligations.
- Process required forms for state finances, tax payments and government fees and other requirements.
- Provide testimony of and legalize representative Power of Attorney.
- Advise on obtaining work permits, residency, visas, health check and all related issues for expatriates in Ecuador.
- Update taxpayer registration.
- Format local staff and professional service contracts in English and Spanish.
- Contractor will, upon request, provide a legal audit of IRI in Ecuador to ensure its legal status and standing.
- Review contracts, preparing writings, diligence and legal proceedings related to the successful functioning of IRI's Ecuador office.

Contractor obligations:

- The Contractor must provide an estimate in hours for the completion of each service or task requested by IRI.
- The Contractor must invoice IRI Ecuador upon completion of requested services for compensation.
- The invoice must include a short description of each of the services performed, and if a task has been completed, describe the legal implications of the completed task.
- A draft invoice shall be presented to IRI Ecuador for payment on a monthly basis, no later than 30 days after the services were performed.
- IRI shall review the invoice and if in agreement will notify so to the vendor, who will present IRI with an official invoice as soon as possible.

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 USD; payments under any resulting contract will be made in this currency.

Rate	Unit Cost in USD
Hourly Rate	

If applicable:

- 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;
- Services will be performed at the request of the Contractor and based on written approval of the estimated number of hours for each service;
- Invoices must include a description of the task(s) performed during the period for which time is billed;
- 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;
- All bids must include pricing of court and filing fees by hours and if there are any additional fees, such as taxes court, and filing fees, such pricing must be fully described in the bid.

Bids must be submitted in USD and include all relevant taxes. IRI policy does not allow for legal services to be rendered through a retainer payment. The contractor will charge a flat fee for agreed work based on the value of the subject matter. No other expenses and disbursements shall be charged to IRI. All costs should be in US Dollars and will be paid through bank transfer. The annual ceiling for this agreement shall not exceed \$6,000 USD.

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:

Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications)	30
<i>Level of qualification of applicant/ key personnel to perform requested legal services</i>	30
Past performance and experience in performing similar projects	40
Level of experience working with international organizations (years, intensity)	20
Level of experience working on labor law (years, intensity)	20
Price	30
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 Miguel Hernandez at mhernandez@iri.org with the subject line "IFB LAC2024E09o" 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.