

REQUEST FOR QUOTES

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| Procurement Number: | EUROPE2024BG01o |
| Open Date: | April 15, 2024 |
| Questions Deadline: | April 23, 2024 |
| Closing Deadline: | April 26, 2024 |
| Geographical Area Restrictions: | N/A |
| Point of Contact: | Graham Scott; gscott@iri.org , Erna Hrstic ; ehrstic@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.

In Bulgaria, IRI is assessing vulnerabilities to corruption at the municipal level by working with local government officials and civil society organizations to address these vulnerabilities. In order to carry out its duties in country, IRI will require legal services in establishing an office in Sofia, Bulgaria in addition to ensuring all current policies pertaining to local staff abide by local law. Therefore, IRI Bulgaria seeks to identify needed vendors for legal services in Sofia, Bulgaria.

Period of Performance:

April 29, 2024 – April 28, 2025 with the option to extend for a total duration of up to 5 years up in four one-year increments.

Statement of Work:

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

The Contractor will provide legal guidance, advice, service, and documentation for contractual and administrative concerns including but not limited to:

- Local labor laws and regulations;
- Immigration, foreign national work permits, and visas;
- International non-governmental organization regulations, registration, compliance, filings, and host-government relations;

- Contractual matters for consultants, labor, vendors, and service providers for compliance with” country” laws and regulations;
- Tax laws and regulations.

Additionally, the Contractor will provide legal services and consultations throughout the Agreement on a case-by-case basis to include but not limited to:

- General counsel related to operations, administration, or programming in country;
- Representation in negotiations with contractors or the country’s government;
- Preparation, negotiation, conclusion, and/or witness of basic employment and vendor agreements;
- Providing documentary evidence of counsel, services provided, or in support of IRI activities, and
- Representation in litigation.

Bidders should include the following requirements in their bids.

1. Proposals must contain a cover letter to describe relevant experience in performing similar services and working with international governmental and non-governmental clients under Bulgarian law.
2. The cover letter should additionally note the number of years of experience in providing legal services.
3. Proposals must contain the bidder’s CV or resume that includes their office address, as well as the name and email address of the individual with the authority to sign a contract.
4. Proposals, expressed either in the CV or submitted bid, must indicate if they are professionally fluent in Bulgarian and English.
5. Proposals must include at least 3 references that can be contacted to assess previous experience

Technical Bid:

All bids submitted to IRI must include:

1. Information addressing your experience in providing each of the services identified in the above Statement of Work and your 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);
3. Bidders shall provide contact information for a minimum of three professional references with whom the applicant has had a working relationship within the last 24-month period. IRI may contact these individuals.
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 technical bids must contain Bidder’s Taxpayer Identification Number.
5. Bids will not exceed 5 pages (not including cover page), using Times New Roman font, 1” margins.
6. Attachment requirements:
 - CV/Resume

- Expert Service Rate Form provided at the end of this solicitation. IRI may contact previous clients and employers for professional references and compensation confirmation.

Price Bids must adhere to the following criteria:

IRI will pay directly (to the hotel, airline, train, etc.) for all preapproved travel related expenses including transportation, lodging, and meals for the contractors' participation in IRI activities and events. If it is more feasible for the contractor to use his/her own vehicle for travel to an IRI event, IRI will reimburse the cost of the transportation to the contractor based upon the prescribed formulas used by the funder of the event, calculated according to the kilometers traveled and the type of vehicle used. The daily and hourly rates submitted should, therefore, not include an assumption of costs incurred by the contractor for travel related expenses. All other expenses should be included within the daily and hourly rates, as no other expenses will be covered or reimbursed by IRI. Bids must be submitted in USD, payments under any resulting contract will be made in this currency.

| Unit | Hourly Rate |
|---|-------------|
| Drafting of a contract | |
| Drafting of an annex | |
| Verbal legal advice | |
| Written legal advice | |
| Drafting of an appeal | |
| Drafting of request to authorities | |
| Registration Processes | |
| Drafting of documentation, Bulgaria branch internal policy, annual reporting materials, etc. based on Bulgarian law | |

IRI policy does not allow for legal services to be rendered through a retainer payment. All costs should be presented at an hourly rate with a maximum number of hours expected to complete each listed deliverable. For example, if providing legal guidance on how to secure an employee work permit is expected to require 30 hours work, please write out the total cost as: 30 hours * \$XXXX per hour = \$XXXX. No other costs will be reimbursed above this rate, whether they be hourly costs, or excessive time to complete the project.

RFQ 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 bids if such is within IRI's interest.
3. Payment will be made upon receipt of detailed invoices and deliverables/services.
4. 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.
5. The Bidder's initial bid should contain the Bidder's best offer.
6. IRI reserves the right to make multiple contracts or partial contracts if, after considering administrative burden, it is in IRI's best interest to do so.

7. Discussions with Bidders following the receipt of a bid do not constitute a rejection or counteroffer by IRI.
8. 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.
9. 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.
10. 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.
11. 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.
12. By applying to this RFQ, 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:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. 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).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. 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](#)).
13. 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. Bids will be evaluated by IRI for compliance with administrative requirements, recent and relevant past performance and experience in performing of similar projects by the Bidder, technical capabilities and proposed technical approach, the qualifications of the personnel for the project, and price. 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 Offeror based on the following evaluation factors:
 - a) Previous performance and experience in performing similar services – 30 percent
 - b) Relevant International Experience working with international governmental and non-governmental clients under Bulgarian law – 20 percent
 - c) Price – 50 percent

IRI intends to evaluate Offerors' proposals in accordance with these factors and make an award to the responsible Offeror 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 Erna Hrstic, at ehrstic@iri.org with the subject line “EUROPE2024BG01o” by the deadline listed above.

IRI Obligations

Issuance of this RFQ does not constitute a contractual commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a bid.

Notice Listing Contract Clauses Incorporated by Reference

IRI is required to make the Bidder subject to the clauses of the prime award. The resulting agreement 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 Bidder 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 “the Bidder”. 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.

EXPERT RATE INFORMATION

| | | | |
|-------------------------------------|----------------|-------|--------|
| Name (<i>Last, First, Middle</i>) | Proposed Rate: | Daily | Hourly |
|-------------------------------------|----------------|-------|--------|

Rates should be given for the last three (3) years. If employment history/salary information is applicable, list salaries separate for each year. If expert services is applicable, indicate the type of rate daily/hourly.

EMPLOYMENT HISTORY - SALARY

| POSITION TITLE | EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | Employment Period (<i>M/D/Y</i>) | | Annual Salary ¹ U.S. Dollars |
|----------------|---|------------------------------------|----|--|
| | | From | To | |
| | | | | |
| | | | | |
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SPECIFIC EXPERT SERVICES

| SERVICES PERFORMED/TITLE | CLIENTS NAME AND ADDRESS POINT OF CONTACT & TELEPHONE # | Service Period (<i>M/D/Y</i>) | | Units at Rate | Daily/Hourly Rate ² In U.S. Dollars |
|--------------------------|--|---------------------------------|----|------------------|--|
| | | From | To | | |
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CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

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| Signature | Date |
|-----------|------|

¹ Basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.

² A form of management fee whereby the client pays a set fee for providing professional services. Exclude cost reimbursements, bonuses, overtime work payments, overseas differential or quarters, cost of living, and any other allowances.